



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

Board of Supervisors Room - County Administrative Center
224 North Edwards, Independence, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING November 28, 2023

(Unless otherwise specified by time, items scheduled for either morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation -** Initiation of litigation pursuant to California Government Code § 54956.9(d)(4): 1 case.
- 3) **Conference with Legal Counsel – Existing Litigation – Pursuant to California Government Code §54956.9(d)(1)** – In re: Aqueous Film Forming Foams Product Liability Litigation, United States District Court, District of South Carolina - Charleston Division, MDL No. 2:18-mn-2873, Case No. 2:23-cv-03230.
- 4) **Conference with Legal Counsel – Existing Litigation – Pursuant to California Government Code §54956.9(d)(1)** – In re: Aqueous Film Forming Foams Product Liability Litigation, United States District Court, District of South Carolina - Charleston Division, MDL No. 2:18-mn-2873-RMG, Case No. 2:23-cv-03147-RMG.
- 5) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's

Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Senior Budget Analyst Denelle Carrington.

- 6) **Public Employment – Pursuant to Government Code §54957 – Title:**
Assistant County Administrator.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 7) **Pledge of Allegiance**
- 8) **Report on Closed Session as Required by Law**
- 9) **Public Comment**
Comments may be time-limited
- 10) **County Department Reports**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator.)

- 11) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board
- Recommended Action:** Approve the minutes from the regular Board of Supervisors meeting of November 7, 2023.
- 12) **Ordinance Amending Subsections of the Inyo County Code Regarding Certain Elected Official Salaries**
County Administrator - Personnel | Sue Dishion
- Recommended Action:** Approve Ordinance 1303 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries."
- 13) **CDPH Tuberculosis Control Branch (TBCB) Enhanced Prevention and Control Local Funds Agreement Acceptance FY 23-24**
Health & Human Services | Anna Scott
- Recommended Action:** A) Ratify and approve agreement between the County of Inyo and California Department of Public Health Tuberculosis Control Branch (TBCB) of Sacramento, CA for the provision of additional federal funds for Fiscal Year 2023-2024 to enhance the capabilities of tuberculosis prevention and control activities in local public health jurisdictions, in an amount not to exceed

\$5,000 for the period of July 1, 2023 to June 30, 2024; and
B) authorize the HHS Director to sign the Acceptance of Award, the Subrecipient Eligibility Form, the Certification Regarding Lobbying, the Contractor Certification Clause.

14) **Future of Public Health Funding Annual Certification**

Health & Human Services | Anna Scott

Recommended Action: Ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of Future of Public Health Funding in an amount not to exceed \$423,621 per year for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA - MORNING

15) **Strategic Planning Presentation from the Rural County Representatives of California (RCRC)**

Board of Supervisors | Barbara Hayes - RCRC
30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action: Receive a presentation from RCRC Chief Economic Development Officer Barbara Hayes on the organization's Strategic Plan and the ongoing work of its affiliate entities.

16) **Update on the Northern Inyo County Local Hospital District**

Outside Agency | Stephen delRossi - NIH
30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action: Receive update on the Northern Inyo County Local Hospital District from Chief Financial Officer/Chief Executive Officer Stephen delRossi.

17) **Presentation on the Fourth Annual Lone Pine Backcountry Fly-in**

Board of Supervisors | Anna Montgomery
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Receive presentation from Anna Montgomery of Friends of the Lone Pine Airport on the Fourth Annual Lone Pine Backcountry Fly-in.

18) **Memorandum of Agreement between the County of Inyo and Friends of the Lone Pine Airport**

Public Works | Ashley Helms
20 minutes (5min. Presentation / 15min. Discussion)

Recommended Action: Approve the Memorandum of Agreement between the County of Inyo and the Friends of the Lone Pine Airport and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

19) **Presentation/Update on Legislative Issues Relevant to Inyo County**

County Administrator - Economic Development | Kristi More - TFG
20 minutes (10min. Presentation/10min. Discussion)

Recommended Action: Receive presentation/update from Kristi More of The Ferguson Group on legislative issues relevant to Inyo County.

LUNCH

20) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

21) **Memorandum of Understanding (MOU) between Inyo County and the Bureau of Land Management (BLM) Regarding Exploratory Drilling at the "Mojave Property"**

Planning Department | Cathreen Richards
25 minutes (5min. Presentation / 20min. Discussion)

Recommended Action: A) Receive a presentation from staff; and B) approve and authorize the Chairperson to sign a Memorandum of Understanding (MOU) between Inyo County and the Bureau of Land Management (BLM) Regarding Exploratory Drilling at the "Mojave Property."

22) **Agreement with ClearGov for a Subscription to Cloud-Based Budget and Performance Management Software**

County Administrator | Nate Greenberg

Recommended Action: Approve the Service Order between the County of Inyo and ClearGov of Maynard, MA for the provision of access to a cloud-based budget and performance management software in an amount not to exceed \$65,625 for the period of December 1, 2023 through November 30, 2024, and to approve the annual automatic renewals each year thereafter, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

23) **2024 Board Meeting Calendar and Ordinance**

County Administrator | Nate Greenberg

Recommended Action:

- A) Provide direction to staff regarding the structure of the 2024 Board of Supervisors Meeting Calendar; and
- B) Waive the first reading of Ordinance 1304, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Amending Sections 2.04.010 and 2.04.020 of the Inyo County Code," and set adoption for Tuesday, December 5, 2023 in the Board of Supervisors Room, County Administrative Center, Independence.

ADDITIONAL PUBLIC COMMENT & REPORTS

24) **Public Comment**

Comments may be time-limited

- 25) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 26) **California Highway Patrol** - Report submitted pursuant to Health & Safety Code Section 25180.7 (Proposition 65) documenting the illegal discharge (or threatened illegal discharge) of hazardous waste.



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4313

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of November 7, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft November 7, 2023 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 11/15/2023
Final Approval - 11/15/2023

MINUTES



County of Inyo Board of Supervisors

November 7, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:30 a.m., on November 7, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session Public Comment

The Chairperson asked for public comment related to closed session items and comment was given by Inyo County Public Defenders Gerard Harvey and Victoria Campbell.

Closed Session

Chairperson Roeser recessed open session at 8:34 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Amanda Philips, and Jack Hughes; No. 3 **Public Employment – Pursuant to Government Code §54957** – Title: Public Defender; and No. 4 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Laws Railroad Museum & Historical Site, Silver Canyon Rd., Bishop. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman. Negotiating parties: Inyo County and Bishop Museum and Historical Society. Under negotiation: price and terms of payment.

Open Session

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.

Pledge of Allegiance

Veteran Services Officer Gordon Greene led the Pledge of Allegiance, which Chairperson Roeser dedicated to all veterans.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and that no actions were taken during closed session required to be reported. He said the Board would meet again to discuss Item Nos. 2 and 4 later in the meeting.

Public Comment

Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Linda Chaplin, and Environmental Director for Lone Pine Paiute Shoshone Tribe Mel Joseph.

County Department Reports

Auditor-Controller Amy Shepherd and Treasurer Tax-Collector Alisha McMurtrie provided updates on an industry-wide outage which affected County employees receiving direct deposit paychecks and said that Payroll expects to have issues resolved by Wednesday.

Supervisor Kingsley thanked staff including Assistant County Administrator Sue Dishion for the open line of communication to employees during this stressful and unanticipated issue.

Clerk-Recorder Danielle Sexton provided updates on upcoming election deadlines.

Farm Advisor Dustin Blakey introduced two new University of California Cooperative

Extension employees to the Board: 4-H Program Representative Amy Phillips and Area Community and Economic Development Advisor Aaron Wilcher.

*Clerk of the Board –
Approval of Minutes*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the minutes from the regular Board of Supervisors meeting of October 17, 2023. Motion carried unanimously.

*CAO-Emergency
Services –
SWCA Agreement
Amendment No. 2*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Amendment No. 2 to the contract between the County of Inyo and SWCA Environmental Consultants, amending Section 5, to include paragraph 5C - Byrd Anti-Lobbying Amendment. Motion carried unanimously.

*District Attorney –
Victim/Witness
Assistance Program
Grant Acceptance*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 23 32 0140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2023-2024; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County, including any extensions or amendments thereto. Motion carried unanimously.

*HHS-
Behavioral Health –
BHAB Appointments*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to fill two vacancies on the Behavioral Health Advisory Board by appointing Mr. Claude "Pete" Peters to the three-year term designated for a veteran of the U.S. armed forces, ending June 30, 2026, and reappointing Ms. Lynn Martin to a three-year term designated for a client, ending June 30, 2026. Motion carried unanimously.

*HHS-EMCC –
Committee
Appointments*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the following appointments to the Emergency Medical Care Committee (EMCC):

- A) Bret Russell II to represent Bishop Volunteer Fire Department for an unexpired term ending December 31, 2024;
- B) David Alcon to represent the Southern Inyo Fire Protection District for an unexpired term ending December 31, 2024;
- C) Lisa Davis to represent Bishop Area Provider (Sierra Life Flight) for the term beginning January 1, 2024 and ending December 31, 2025;
- D) Joe Cappello to represent Independence Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- E) Chelsea Benbrook to represent Olancha-Cartago Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- F) Mike Patterson to represent Air Ambulance Provider (Sierra Life Flight) for the term beginning January 1, 2024 and ending December 31, 2025;
- G) Pete Schlieker to represent Big Pine Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- H) Wendy Derr, Member at Large, for the term beginning January 1, 2024 and ending December 31, 2025; and
- I) Lorenzo Tovar, Member at Large, for the term beginning January 1, 2024 and ending December 31, 2025.

Motion carried unanimously.

*HHS-First 5 –
Innovative Partnerships
MOU*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento of North Highlands, CA for the provision of Innovative Partnerships Sierra Sacramento Child Abuse Prevention Council Region Project for the period of July 1, 2023, through June 30, 2024 and authorize the Health & Human Services Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

*HHS-
Behavioral Health –
MHSOAC Agreement
Amendment No. A.1*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Amendment No. A.1 to the agreement between the County of Inyo and Mental Health Services Oversight and Accountability Commission (MHSOAC) of the State of California, amending Exhibit A and/or extending the term end date from December 31, 2026 to June 30, 2028, and authorize the Health and Human Services- Behavioral Health Deputy Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS-

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) Declare Inyo County

<i>Behavioral Health – ICOE/North Star Counseling Program Contract</i>	Office of Education (ICOE) of Independence, CA a sole-source provider for Prevention Early Intervention (PEI) Services; B) ratify and approve the contract between the County of Inyo and ICOE for the implementation of the Mental Health Services Act (MHSA) PEI North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 1, 2023 through June 30, 2024, and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS-First 5 – ICOE/IMPACT Implementation Services Agreement</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to ratify and approve the sole-source contract between the County of Inyo and Inyo County Office of Education for the provision of IMPACT Implementation Services in an amount not to exceed \$75,404.00 for the period of August 2, 2023 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Probation – Electronic Monitoring Program</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) appoint the Chief Probation Officer and the Sheriff as Co-County Correctional Administrators; and B) approve the Probation Department's electronic monitoring program. Motion carried unanimously.
<i>Public Works – County Service Area No. 2 Easement Purchase/ Reso. No. 2023-36</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Resolution No. 2023-36, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Sitting as the Governing Body of County Services Area Two, Accepting and Authorizing the Execution and Recording of a Deed of Easement and Easement Agreement Granting an Easement Over 151 Sumac Road to the District," and authorize the Chairperson to sign. Motion carried unanimously.
<i>Public Works – Environment Science Associates Agreement Amendment No. 5</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) approve the decrease in fees for Amendments 1-3 in the amount of \$65,000.00; B) approve Amendment No. 5 to the agreement between the County of Inyo and Environment Science Associates of Sacramento, CA, extending the term end date from November 15, 2023 to November 15, 2025; and C) approve the increase of fees in the amount of \$36,669.00 for the increased scope of work for a new not-to-exceed amount of \$628,027.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Public Works – United Rentals Sole-Source Provider and Contract Authorization</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and B) Ratify and approve the additional amount of \$45,000 for United Rentals of Ridgecrest, CA and authorize the increase of a contract to an amount not to exceed \$165,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff damages and repairs caused by Tropical Storm Hillary. Motion carried unanimously.
<i>Public Works-Road Department – John Deere 624 P-Tier Wheel Loader Purchase Request</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to authorize issuance of a purchase order in an amount not to exceed \$282,283.03, payable to Coastline Equipment Company of Las Vegas, NV for one (1) John Deere 624 P-Tier Wheel Loader. Motion carried unanimously.
<i>Public Works-Road – John Deere Utility Cab Tractor Purchase Request</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to authorize issuance of a purchase order in an amount not to exceed \$63,144.72, payable to RDO Equipment Company of Riverside, CA for one (1) new John Deere 5075E Cab Utility Tractor. Motion carried unanimously.
<i>Public Works – Delegating Authority/ Reso. No. 2023-37</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Resolution No. 2023-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Delegating Authority to the Director of Public Works to Execute all Agreements with Caltrans Pertaining to the Old Sherwin Grade and Whitney Portal Road Emergency Repair Project," and authorize the Chairperson to sign. Motion carried unanimously.
<i>Public Works – Jail Administration</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) Award the contract for the Jail Administration Remodel to Pagenkopp Company, Inc. of Big Pine, CA as the

<i>Remodel Project</i>	successful bidder; B) approve the construction contract between the County of Inyo and Pagenkopp Company, Inc of Big Pine, CA in the amount of \$215,898.99, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws. Motion carried unanimously.
<i>Planning Department – Rural Southwest Desert Brownfields Coalition Presentation/MOA Update Request</i>	<p>Planning Director Cathreen Richards introduced Eileen Christiansen from Beck Environmental, who provided a presentation on the Rural Southwest Desert Brownfields Coalition program and its projects in the Inyo County.</p> <p>Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the Memorandum of Agreement and authorize the Chairperson to sign. Motion carried unanimously.</p>
<i>CAO – Short Term Rental Moratorium Extension/ Proposed Interim Ordinance No. 1302</i>	<p>Chairperson Roeser began a public hearing at 10:50 a.m. and asked if there was anyone requesting to provide public comment. Public comment was given by Sharon White, Gavin Wilkinson, Lynn Greer, and David Faroodi. Chairperson Roeser closed the public hearing at 11:03 a.m.</p> <p>Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve proposed Ordinance 1302 titled, "An Interim Ordinance of the Inyo County Board of Supervisors Extending the Temporary Moratorium Suspending the Establishment of New Short-Term Rentals in All Land Use Designations Throughout the Unincorporated Area of the County." Motion carried unanimously.</p>
<i>CAO – Bishop Operating Area 911 Ambulance Service Provider Selection</i>	<p>Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:</p> <p>A) Approve an agreement between Inyo County and Cal-Ore Life Flight LLC (DBA Sierra Life Flight) based on their August 7, 2023 proposal and authorize the Board Chair to sign.</p> <p>Motion carried unanimously.</p> <p>Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:</p> <p>B) Approve the cost-sharing Memorandum of Understanding between Inyo County, the City of Bishop, and Bishop Paiute Tribe and authorize the County Administrator to sign. Motion carried 3-2, with Supervisors Kingsley and Roeser in opposition.</p> <p>Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:</p> <p>C) Amend the Fiscal Year 2023-2024 EMS-Emergency Med Services Budget (011404) as follows: increase estimated revenue in Other Agencies (4599) by \$106,327 and increase appropriation in Professional Services (5265) by \$169,352; and</p> <p>D) Amend the Fiscal Year 2023-2024 Contingencies Budget (087100) as follows: decrease appropriation in Contingencies (5901) by \$63,025.</p> <p>Motion carried unanimously.</p>
<i>CAO – Caltrans Right-of-Way Vacation</i>	Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve the draft letter from Inyo County to Caltrans regarding State Highway Right of Way Vacation 196 and authorize the Chairperson to sign. Motion carried unanimously.
<i>Closed Session</i>	Chairperson Roeser recessed open session to return to closed session at 12:39 p.m. and reconvened the meeting in open session at 1:59 p.m. with all Board members present.
<i>Report on Closed Session</i>	County Counsel Vallejo reported that the Board met under Item Nos. 2 and 4 and that no action was taken during closed session that is required to be reported.
<i>Recess/Reconvene</i>	<p>Chairperson Roeser recessed the regular meeting of the Board of Supervisors and reconvened as the Inyo County Board of Equalization at 2:00 p.m. (Separate minutes.)</p> <p>The Chairperson adjourned the Inyo County Board of Equalization meeting and reconvened as the Capital Asset Leasing Corporation at 3:10 p.m. (Separate minutes.)</p>

The Chairperson adjourned the Capital Asset Leasing Corporation meeting and reconvened the regular meeting of the Board of Supervisors at 3:17 p.m. with all Board members present.

Water Department – Inyo County/Los Angeles Standing Committee Meeting

Water Director Dr. Holly Alpert requested Board direction for the County’s Standing Committee representatives in advance of the Inyo County/Los Angeles Standing Committee meeting scheduled for November 9, 2023.

Board members requested Dr. Alpert communicate concern regarding excessive vegetation due to the recent higher-than-average precipitation levels.

CAO-Personnel – Elected Official Salaries/Ordinance Amendment

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to waive the first reading of an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(B) and 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries," and set enactment for Tuesday, November 28, 2023, in the Board of Supervisors Chambers in Independence. Motion carried unanimously.

CAO – Strategic Planning Introduction

CAO Greenberg provided an introduction to the proposed strategic planning process and offered the Board and staff an opportunity to discuss objectives. He said additional workshops will be forthcoming, with the ultimate goal of having a Board-approved Strategic Plan.

Board of Supervisors – Appointment of CSAC Director and Alternate

The Board discussed nominating from among its members a “Director” and “Alternate” to serve on the California State Association of Counties (CSAC) Board of Directors for 2023-2024.

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to nominate to the CSAC Board of Directors Supervisor Orrill as “Director” for the entirety of 2023-2024 and Supervisor Griffiths as “Alternate” to serve for the entirety of 2023-2024. Motion carried unanimously.

Board of Supervisors – Appointment of RCRC, GSFA, GSCA, and ESJPA Delegates and Alternates

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) appoint Supervisor Kingsley as the “Delegate” and Supervisor Roeser as “Alternate” representing Inyo County on the boards of directors for the Rural County Representatives of California, Golden State Finance Authority, and Golden State Connect Authority; and B) appoint Supervisor Kingsley as “Delegate” and Public Works Deputy Director of Recycling & Waste Management Cap Aubrey as the “Alternate” to represent Inyo County on the board of the Environmental Services Joint Powers Authority. Motion carried unanimously.

Item Pulled: CAO – 2024 Board Meeting Calendar

The following item was pulled from the meeting for review at a later time and date:

- 38) **2024 Board Meeting Calendar**
County Administrator | Nate Greenberg
30 minutes (5min. Presentation / 25min. Discussion)

Recommended Action: Provide direction to staff regarding the structure of the 2024 Board of Supervisors Meeting Calendar.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports

Chairperson Roeser asked if there were any Board members wishing to report on anything and there was no one wishing to speak.

Chairperson Roeser reminded attendees that the Board will be dark until November 28, 2023.

Adjournment

The Chairperson adjourned the meeting at 3:55 p.m. to 8:30 a.m. Tuesday, November 28, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

*by: _____
Darcy Ellis, Assistant*



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4316

Ordinance Amending Subsections of the Inyo County Code Regarding Certain Elected Official Salaries County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Inyo County Personnel

ITEM PRESENTED BY

Sue Dishion, Assistant County Administrator

RECOMMENDED ACTION:

Approve Ordinance 1303 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries."

BACKGROUND / SUMMARY / JUSTIFICATION:

The changes to this Ordinance outline exactly what benefits the Sheriff is eligible to receive that are specific to the Law Enforcement Administrators Association MOU.

There is no cost associated with this requested change. This request is only for clarification purposes.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022700
Budgeted?	Yes	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
There is no cost associated with this request.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should your Board not approve this item, the banding articulated in the Management Compensation Policy would be upset and the associated salary would be in violation of that policy, as well as issues with compaction created within the department.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

ATTACHMENTS:

1. 23-0925 Ordinance.Sheriff.2.88.11.02.2023

APPROVALS:

Darcy Ellis	Created/Initiated - 11/15/2023
Sue Dishion	Approved - 11/15/2023
Keri Oney	Approved - 11/15/2023
John Vallejo	Approved - 11/15/2023
Amy Shepherd	Approved - 11/15/2023
Nate Greenberg	Final Approval - 11/16/2023

ORDINANCE

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SUBSECTION 2.88.040(G) OF THE INYO COUNTY CODE REGARDING CERTAIN ELECTED OFFICIAL SALARIES

WHEREAS, Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance; and

WHEREAS, by this ordinance, the Board of Supervisors intends to clarify its intention when it adopted Ordinance 1298 on or about May 16, 2023, to help ensure the previously adopted salary schedule for elected officials is not affected by separate MOU negotiations with certain bargaining units, but this Ordinance does not make any substantive change to the provisions of that Ordinance underlying this action.

Now, therefore, the Board of Supervisors of the County of Inyo hereby ordains as follows:

Section I: Code Amendment.

Sub-Section 2.88.040(G) of the Inyo County Code is hereby amended in its entirety to read as follows:

“G. Other Benefits: Except for the coroner and sheriff, elected officials shall receive longevity pay and be eligible to participate in the flexible benefit plan and deferred compensation plan as provided to appointed county officials as a group. The Sheriff will be provided the same retention incentive pay and be eligible to participate in the flexible benefit plan, deferred compensation plan, 401A plan, safety medical, safety vision, safety dental, long term disability, and clothing allowance as provided to the Law Enforcement Administrator’s Association.”

SECTION II: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION III: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this day of , 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: Nate Greenberg
 Clerk of the Board

BY: _____
 Darcy Ellis
 Assistant Clerk of the Board

OCH/BOARD.ORD



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4259

CDPH Tuberculosis Control Branch (TBCB) Enhanced Prevention and Control Local Funds Agreement Acceptance FY 23-24 Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Marissa Whitney, Public Health Nurse Supervisor

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

- A) Ratify and approve agreement between the County of Inyo and California Department of Public Health Tuberculosis Control Branch (TBCB) of Sacramento, CA for the provision of additional federal funds for Fiscal Year 2023-2024 to enhance the capabilities of tuberculosis prevention and control activities in local public health jurisdictions, in an amount not to exceed \$5,000 for the period of July 1, 2023 to June 30, 2024; and
- B) authorize the HHS Director to sign the Acceptance of Award, the Subrecipient Eligibility Form, the Certification Regarding Lobbying, the Contractor Certification Clause.

BACKGROUND / SUMMARY / JUSTIFICATION:

This item is coming to the Board late because the agreement was received from CDPH on August 3rd, 2023. The purpose of the Grant is to assist Local Health Departments in preventing and controlling Tuberculosis Disease in the Local Health Jurisdiction. Enhanced Prevention and Control funds are meant to enhance the capabilities of local health jurisdictions by increasing the ability to conduct additional Tuberculosis (TB) prevention and control activities and cannot replace existing funding or support ongoing activities. Funds can be used for travel and TB-related training, program supplies, subcontracts, equipment, and food, shelter, incentives, and enablers (FSIE).

FISCAL IMPACT:

Funding Source	Grant Funded (State funding through California Department of Public Health)	Budget Unit	045100
Budgeted?	No	Object Code	4498
Recurrence	Unknown		
Current Fiscal Year Impact			
This is new funding. Any of these activities in the past would have been paid for with Health Realignment.			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify and approve this agreement, which would disrupt tuberculosis disease mitigation efforts for our community.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Acceptance of Funding Award
2. Subrecipient Eligibility Form
3. Special Terms and Conditions, Additional Provisions, and Federal Terms and Conditions
4. Contractor Certification Clauses

APPROVALS:

Marissa Whitney	Created/Initiated - 10/24/2023
Darcy Ellis	Approved - 10/30/2023
Stephanie Tanksley	Approved - 10/30/2023
Melissa Best-Baker	Approved - 11/1/2023
Anna Scott	Approved - 11/2/2023
John Vallejo	Approved - 11/2/2023
Amy Shepherd	Approved - 11/8/2023
Nate Greenberg	Final Approval - 11/16/2023



TOMÁS J. ARAGÓN, M.D., Dr.PH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

August 2, 2023

James Richardson, MD
Health Officer
Inyo County Department of Health & Human Services
P.O. Box Drawer H
Independence, CA 93526-0608

Dear Dr. Richardson:

**LETTER OF AWARD:
ENHANCED PREVENTION AND CONTROL Award Number: EPCF1423
FUNDING PERIOD: July 1, 2023 through June 30, 2024**

The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) is providing additional federal funds for fiscal year (FY) 2023-2024 to enhance the capabilities of tuberculosis (TB) prevention and control activities in local public health jurisdictions. The purpose of this letter is to provide information on the acceptance and use of these funds.

ENHANCED PREVENTION AND CONTROL AWARD

The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) is awarding to the Inyo County Department of Health & Human Services an Enhanced Prevention and Control Award of up to \$5,000, comprised of federal funds only.

These funds are being awarded with the understanding that your staff will work with CDPH TBCB staff in carrying out your program's TB prevention and control efforts.

MANAGING YOUR ENHANCED PREVENTION AND CONTROL AWARD

Requirements for the use of these funds are listed in Part 1 of the FY 2023-2024 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual, available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>. Reimbursement of your expenditures is contingent upon compliance with these standards and procedures.

* Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; CFDA number: 93.116; FAIN number: NU52PS910219

California Department of Public Health • Tuberculosis Control Branch
850 Marina Bay Parkway • Building P, 2nd Floor • Richmond, CA 94804-6403
(510) 620-3000 • (510) 620-3034 FAX
Internet Address: <https://cdph.ca.gov/tbcb>



Enhanced Prevention and Control funds are meant to enhance the capabilities of local health jurisdictions by increasing the ability to conduct additional TB prevention and control activities and cannot replace existing funding or support ongoing activities. Funds can be used for travel and TB-related trainings, program supplies, subcontracts, equipment, and food, shelter, incentives and enablers (FSIE). Funds may also support new personnel activities. **These Enhanced Prevention and Control federal funds cannot be used for medication.**

CDPH TBCB Enhanced Prevention and Control funds may not be used to supplant existing federal, state, or local health department funds. The use of TB local assistance funds is intended to enhance local health jurisdiction capacity in addressing TB control needs, not to displace funds that have been locally appropriated for the same purposes.

If local health jurisdictions received federal, state, or local funding for TB control activities, electing to save federal, state, or local funding by substituting CDPH TBCB local assistance augmentation funds for those TB control activities is considered supplanting and is not allowed by the federal government.

For more information on allowable expenditures, please refer to page 10 of the FY 2023-2024 Tuberculosis Control Local Assistance Fund Standards and Procedures Manual.

ENHANCED PREVENTION AND CONTROL AWARD BUDGET

An approved budget is not required to implement this award.

INVOICING ENHANCED PREVENTION AND CONTROL AWARD EXPENDITURES

- Please invoice separately for the Enhanced Prevention and Control Award funds; do not include in your Base Award/RTA invoice. The invoice should be titled “EPCF1423” with a beginning balance equal to the amount of this letter.
- When invoicing for approved expenditures, please:
 - Refer to the FY 2023-2024 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and invoice templates (link above)
 - Bill to: California Department of Public Health, Tuberculosis Control Branch
 - Submit on your organization’s letterhead, signed electronically or in blue ink
- If an invoice will not be emailed by the quarterly due date, please contact your CDPH TBCB Fiscal Analyst to request an extension.
- Invoices for FY 2023-2024 will not be processed until:
 - All outstanding invoices from the previous year have been submitted,
 - Signed copies of the certifications listed below have been received, and
 - CDPH TBCB has received a signed “Acceptance of Award” form.

ACCEPTING YOUR ENHANCED PREVENTION AND CONTROL AWARD

To acknowledge acceptance of this award and the conditions, please return the “Acceptance of Award” form with an authorized signature (electronic or in blue ink).

The following forms also require an authorized signature:

- Darfur Contracting Act
- Special Terms and Conditions
- Contractor Certification Clauses
- Certification of Established Electronic Directly Observed Therapy (eDOT) Policies and Procedures (if applicable)

Please submit all documents in electronic form or as a color scanned PDF by email only to TBCB.Awards@cdph.ca.gov

Fiscal questions should be directed to your TBCB Fiscal Analyst. Programmatic questions should be directed to your TBCB Program Liaison.

Sincerely,



Juanita Crosby
Assistant Chief



TOMÁS J. ARAGÓN, M.D., Dr.PH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

ACCEPTANCE OF AWARD

Inyo County Department of Health & Human Services

ENHANCED PREVENTION AND CONTROL Award Number: EPCF1423

FUNDING PERIOD: July 1, 2023 through June 30, 2024

Funding: \$5,000

I hereby accept this award. By accepting this award, I agree to the requirements as described in the FY 2023-2024 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

Authorized Signature

Date

Print Name

Title

* Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; CFDA number: 93.116; FAIN number: NU52PS910219

California Department of Public Health • Tuberculosis Control Branch
850 Marina Bay Parkway • Building P, 2nd Floor • Richmond, CA 94804-6403
(510) 620-3000 • (510) 620-3034 FAX
Internet Address: <https://cdph.ca.gov/tbcb>



**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
Tuberculosis Control Branch (TBCB)**

Thank you for your interest in being a subawardee and working with us to provide services under the **Project Grants and Cooperative Agreements for Tuberculosis Control Programs** administered by the Centers for Disease Control and Prevention. Subrecipients will assist State, local health agencies, political subdivisions, and other government entities to conduct tuberculosis (TB) preventive health service programs to assist in carrying out TB control activities designed to prevent transmission of infection and disease.

As a condition of the grant, the Notice of Award (NOA) and the General Terms and Conditions are attached for your records and reference. The Category of Federal Domestic Assistance (CFDA) number is 93.116 - Project Grants and Cooperative Agreements for Tuberculosis Control Programs. You can obtain general information about the grant by searching the CFDA number on <https://beta.sam.gov/>. The Notice of Award Number for Federal Fiscal Year 2023 is 5 NU52PS910219-04-00.

Subrecipient's Name:		
Digital signature of person agreeing to NOA T&C:	<i>Anna Scott</i>	
Printed Name/Date Signed:		
Funding Source(s):	Project Grants and Cooperative Agreements for Tuberculosis Control Programs	

Please answer the following questions below:

1. Is your agency registered in the System for Award Management (SAM)?

(Check one) Yes No

If so, please attach a SAM screenshot confirming your active status in SAM.

2. What is your agency's Unique Entity Identifier (UEI)/Data Universal Numbering System (DUNS) number?

3. I have read the attached Notice of Award and the General Terms and Conditions. I agree to adhere to the General Terms and Conditions.

(Check one) Yes No

4. I have attached my agency's most current Single Audit; or financial and performance evaluations because my agency is exempt from the Single Audit Requirement.

(Check one) Yes No

The following Terms and Definitions are for use by the TBCB and Subrecipients.

Terms and Definitions:

- 1) **Category of Federal Domestic Assistance (CFDA) number** identifies the federal assistance program and provides general information about the grant, such as the program objectives. This **must** be shared with potential subrecipients prior to entering into contract negotiations (2 CFR § 200.331).

- 2) **System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements** (2 CFR 25.200(b)):
 - The potential subrecipient that applies (1) must be registered in SAM prior to submitting an application of plan.
 - The subrecipient (2) must also maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
 - The subrecipient (3) must provide its UEI number in each application or plan.

SAM aka CCR = Central Contractor Registration

SAM is the Federal repository into which a subrecipient must provide information required for the conduct of business as a subrecipient. Registration information is available at the SAM Website <https://www.sam.gov/>.

Requirement for SAM

Unless exempted from this requirement under 2 CFR § 25.110*, the subrecipient **must maintain their current information** in the SAM. This requires that the subrecipient review and update their information at least annually after the initial registration, and more frequently if required by changes in their information or another award term. (*2 CFR § 25.110 (b) and (c) **exempts individuals and Federal agencies.** See statute for more information.)

UEI = DUNS = Data Universal Numbering System – Established and Assigned by Dunn & Bradstreet (D&B), UEI is the nine-digit number established and assigned by D&B to uniquely identify business entities. A UEI number can be obtained from D&B by telephone (currently 866-705-5711) or online <https://fedgov.dnb.com/webform> (works best with Internet Explorer).

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Exhibit D – CDPH Special Terms and Conditions (02/22)

Exhibit E – CDPH Additional Provisions (02/22)

Exhibit F – CDPH Federal Terms and Conditions (02/22)

NU52PS910219-04-00 – Reporting Requirements for Subrecipients (12/22)

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements rev 02/2022)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

<ol style="list-style-type: none"> 1. Procurement Rules 2. Equipment Ownership / Inventory / Disposition 3. Subcontract Requirements 4. Income Restrictions 5. Site Inspection 6. Intellectual Property Rights 7. Prior Approval of Training Seminars, Workshops or Conferences 8. Confidentiality of Information 9. Documents, Publications, and Written Reports 10. Dispute Resolution Process 	<ol style="list-style-type: none"> 11. Officials Not to Benefit 12. Prohibited Use of State Funds for Software 13. Contract Uniformity (Fringe Benefit Allowability) 14. Cancellation
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Exhibit D Special Terms and Conditions

1. Procurement Rules

(Applicable to all Subvention /Local Assistance contracts in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

A. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

1. **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$2,500 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
2. **Minor equipment/property:** A tangible item having a base unit cost of **less than \$2,500** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

B. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

C. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

1. Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

Exhibit D
Special Terms and Conditions

2. All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply if equipment purchases are delegated to subcontractors that are either a government or public entity.
3. Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - I. Avoid purchasing unnecessary or duplicate items.
 - II. Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - III. Take positive steps to utilize small and veteran owned businesses.
- D. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- E. In special circumstances determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- F. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

Exhibit D
Special Terms and Conditions

- G. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with State and Federal funds (absence a Federal requirement for transfer of title))

- A. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph A., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

1. CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

2. If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
 - (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

Exhibit D
Special Terms and Conditions

- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
1. In administering this provision, CDPH may require the Contractor to repair or replace to CDPH's satisfaction any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

G. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

1. If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this

Exhibit D
Special Terms and Conditions

Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

2. If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
3. The Contractor agrees that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
4. If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agrees to provide at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

Exhibit D
Special Terms and Conditions

- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - III. The insurance carrier shall notify CDPH in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- A. Prior written authorization by the State is required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain and submit articles of at least three complete quotations or adequate justification for the absence of bidding.
- B. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

Exhibit D

Special Terms and Conditions

1. Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

- C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.

- D. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

- E. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

- F. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

- G. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- H. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to

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Special Terms and Conditions

inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

A. Ownership

1. Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
3. In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except

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Special Terms and Conditions

as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

4. Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
5. Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or

Exhibit D Special Terms and Conditions

third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

1. Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph A, subparagraph 2.(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
2. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [*Enter Current Year e.g., 2014, etc.*], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party

Exhibit D
Special Terms and Conditions

without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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Special Terms and Conditions

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original

Exhibit D

Special Terms and Conditions

licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction without restriction or limitation of any other rights and remedies available at law or in equity.

H. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

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Special Terms and Conditions

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- A. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - 1. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the CDPH Program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The CDPH Program Branch Chief shall render a decision within ten (10) business days after receipt of the written grievance from the Contractor. The CDPH Program Branch Chief shall respond in writing to the Contractor indicating the decision and reasons, therefore. If the Contractor disagrees with the CDPH Program Branch Chief's decision, the Contractor may appeal to the second level.
 - 2. When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with CDPH Program Branch Chief's decision. The

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Special Terms and Conditions

Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the CDPH Program Branch Chief's decision. The appeal shall be addressed to the CDPH Deputy Director of the division in which the branch is organized within ten (10) business days from receipt of the CDPH Program Branch Chief's decision. The CDPH Deputy Director of the division in which the branch is organized, or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the CDPH Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) business days of receipt of the Contractor's second level appeal.

- B. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22 Division 2, Subdivision 2, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22 Division 3, Subdivision 1, Chapter 3, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

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Special Terms and Conditions

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

A. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

B. As used herein, fringe benefits do not include:

1. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training
2. Director's and executive committee member's fees
3. Incentive awards and/or bonus incentive pay
4. Allowances for off-site pay
5. Location allowances
6. Hardship pay
7. Cost-of-living differentials

C. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

D. To be an allowable fringe benefit, the cost must meet the following criteria:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be determined in accordance with generally accepted accounting principles.
3. Be consistent with policies that apply uniformly to all activities of the Contractor.

E. Contractor agrees that all fringe benefits shall be at actual cost.

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Special Terms and Conditions

F. Earned/Accrued Compensation

1. Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section F.3.A. below for an example.
2. For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision F.3.B. for an example.
3. For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision F.3.C. for an example.

A. Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

B. Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

C. Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

Exhibit D
Special Terms and Conditions

14. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI.

Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
8. Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

Exhibit E
Additional Provisions

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3. Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

Exhibit E
Additional Provisions

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement rev 02/2022)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F

Federal Terms and Conditions

1. Federal Contract Funds

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by

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the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or

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vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- A. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 2. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B.2. herein; and
 4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 6. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- C. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
- D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- E. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

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4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

A. Certification and Disclosure Requirements

1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Each person (or recipient) who requests or receives from a person referred to in Paragraph

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a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

B. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

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(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary

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penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

- C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- A. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- B. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- C. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- D. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

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12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- B. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- C. The Contractor, as indicated below, agrees to obtain one of the following audits:
1. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 2. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 3. If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs C.1. and C.2. above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

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4. If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- D. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.C.3., unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- E. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- F. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- G. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- H. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- I. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- J. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- K. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- D. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- E. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- F. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk,

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CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- G. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Inyo

Name of Contractor

22-23 Tuberculosis Funding - Inyo County

Contract Number

Date

Anna Scott

Printed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

Director of Health and Human Services

Title

Complete the information above and return as part of the instructions

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CERTIFICATION REGARDING LOBBYING

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

Exhibit F
Federal Terms and Conditions

- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Addendum

Cooperative Agreement for Tuberculosis Elimination and Laboratory in the State of California

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):

Consistent with 45 CFR 75.1113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC Office of Grants Services

Terrian J. Dixon, Grants Management Officer/Specialist

Centers for Disease Control and Prevention

Infectious Disease Services Branch

2939 Flowers Road, MS TV-2

Atlanta, GA 30341

Email: Tdixon@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services

Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW

Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryRecipientDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Contractor Certification Clauses

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4287

Future of Public Health Funding Annual Certification Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

ITEM PRESENTED BY

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of Future of Public Health Funding in an amount not to exceed \$423,621 per year for the period of July 1, 2023 through June 30,2026, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This agreement is coming to you late since the deadline was extended to December 1, 2023, for the associated workplan. This funding is intended to relieve the burden of preventable diseases in populations historically impacted, encouraging collaboration across counties, and making sure funds are used to supplement rather than supplant existing resources. We are using this funding to support emergency preparedness, provide health officer coverage, workforce development, and assist with accreditation of our public health division.

FISCAL IMPACT:

Funding Source	Grant Funded (State General Fund)	Budget Unit	045100
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This allocation is budgeted.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this agreement, which would result in reduction of staff and the loss of crucial funding for Public Health.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Acknowledgement of Allocation Letter 23-26
2. Certification Form
3. Attachment 4 - FoPH 23-24 Spend Plan

APPROVALS:

Stephanie Tanksley	Created/Initiated - 11/2/2023
Darcy Ellis	Approved - 11/2/2023
Stephanie Tanksley	Approved - 11/2/2023
Melissa Best-Baker	Approved - 11/3/2023
Anna Scott	Approved - 11/3/2023
John Vallejo	Approved - 11/6/2023
Amy Shepherd	Approved - 11/8/2023
Nate Greenberg	Final Approval - 11/16/2023

**Future of Public Health (FoPH) Funding
Acknowledgement of Allocation Letter**

Instructions: Please check one statement below, sign, and return to

FoPHfunding@cdph.ca.gov

_____ acknowledges receipt of the Future of Public
Enter Name of Local Health Jurisdiction
Health funding memo for Fiscal Year 2023-24 through Fiscal Year 2025-26 and accepts
the funds to be used as outlined under the Submission Requirements section.

_____ acknowledges receipt of the Future of Public
Enter Name of Local Health Jurisdiction
Health funding memo for Fiscal Year 2023-24 through Fiscal Year 2025-26 and does
not accept the funds. _____ understands that these funds
Enter Name of Local Health Jurisdiction
cannot be delegated to another Agency and CDPH will redistribute funds.

Name of Local Health Jurisdiction designated signee(s): _____

Title/Role: _____

Signature of Local Health Jurisdiction designee: _____

Date: _____



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

FUTURE OF PUBLIC HEALTH FUNDING
ANNUAL CERTIFICATION

The undersigned hereby affirms that they have read and agree with the funding requirements specified in the Future of Public Health Funding Award Agreement. The undersigned certifies:

1. That the funding provided under this agreement shall be used to supplement and not supplant all other specific local county funds.
2. That at least 70 percent of funds to support the hiring of permanent city; county; or city and county staff, including benefits and training.
3. Remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, travel.

Designee authorized to commit the Local Health Jurisdiction to this Agreement

Name (Print) Title

Signature Date

Local Health Jurisdiction Name

Agreement Number



**Future of Public Health (FoPH) Spend Plan - Attachment
Spend Plan Instructions**

Personnel

Local Health Jurisdiction Name	Please select the name of your Local Health Jurisdiction to autopopulate throughout the document and your total Expenditure report tab.
Position Title	Please include the title of the position within this cell. If unknown, please include their name. If unknown, please include their name.
Annual Salary	The annual salary should be the employee's true annual percentage and the number of months they will work on the Future of Public Health Funding.
Budgeted Months	Please indicate the number of months the employee is working on Public Health Funding. The term of the funding is July through June of the following year.
FTE %	The FTE % will auto-populate based on the number of months the employee is working on the Future of Public Health Funding.
Total Salary	The Total Salary will auto-populate based on the Annual Salary and Budgeted Months working on the Future of Public Health Funding.
Benefit Rate	Please indicate the percentage Benefit Rate for each employee.
Total Benefits	The Total Benefits will auto-populate based on the Total Salary and Benefit Rate for each employee.
Combined Salary and Benefits	The Combined Salary and Benefits will auto-populate based on the Total Salary and Total Benefits.
Annual Salary and Benefits	The Combined Salary and Benefits will auto-populate based on the Total Salary and Total Benefits on an annual basis.
Position Filled	Please select Yes or No from the drop-down menu.
Program Area	Please select a Program Area from the drop-down menu.
Disparate Health Outcome Focus	Please select Yes or No from the drop-down menu if there is a disparate health outcome focus.
Job Classification Category	Please select the Job Classification Category from the drop-down menu.

Supplies

	General office supplies may be shown by an estimate of months in this budget category. Major supply items related to specific program objectives and personnel. Major supply items related to specific program objectives.
--	--

Travel

	Provide details of what the travel is intended to accomplish.
--	---

	<p>review panels, etc.).</p> <p>Include details such as airfare, mileage, hotel, per diem</p> <p>Provide justification for both in-state and out-of-state travel</p>
Equipment	
	<p>Useful life of more than one year AND a cost of ≥\$5,000</p> <p>costs in budget. Provide justification which includes the</p> <p>program objectives.</p>
Other	
	<p>Contains items not included in previous budget categories</p> <p>includes the use and relationship to the specific program</p> <p>quantities when applicable.</p>
Subcontracts	
	<p>Include the Subcontractor name(s) if known or you can</p> <p>provide a brief description of the work they will perform</p> <p>Subcontractors to the Activity within your Workplan.</p>
Total Direct Costs	
	<p>Direct Costs Include: Combined total of Personnel, Supplies,</p> <p>Subcontracts. Should your Agency require a formula for</p> <p>out to the Future of Public Health Funding mailbox (FoPHfunding@cdph.ca.gov) for assistance.</p>
Indirect Cost	
	<p>Please enter your Indirect Cost Rate (ICR) percentage</p> <p>amount that your ICR should calculate from; this is not</p> <p>Costs. Your Agency has an approved rate on file with</p> <p>Agency's approved ICR, please reach out to Future of</p> <p>(FoPHfunding@cdph.ca.gov) for assistance.</p>

Attachment #4

ion from the drop-down menu. This will allocation amount under the

If you know who the incumbent is, indicate TBD or Vacant.

ual salary regardless of their FTE on the Future of Public Health Funding.

s projected to work on the Future of / 1, 2022 to June 30, 2023 which is 12

if months the employee is working on

ual Salary and FTE % the employee is

position.

tal Salary and Benefit Rate % for the

based on the Total Salary + Total

based on the Total Salary + Total

enu.

the position has a disparate health

e drop-down menu.

ed amount per month times the number (<\$5,000) should be justified and Provide justification and relate it to

mpish. (e.g., advisory committees,

m, etc.
travel.

00 per unit. Consider maintenance
use and relationship to the specific

ories. Provide justification which
am objectives. Give unit cost and

n put TBD; and you will also need to
n. If possible, please tie your

pplies, Travel, Equipment, Other, and
for Modified Direct Costs, please reach
oPHfunding@cdph.ca.gov) for

e within cell E138. Please enter the
ormally Total Personnel or Total Direct
CDPH. If you don't know your
f Public Health Funding mailbox

Local Health Jurisdiction Name:

Inyo

Supplies	
Office supplies for Strategic Planning, CHIP	\$ 3,000.00
Incentives for CHA (wellness raffle prizes for participation)	\$ 1,000.00
Food And Beverages for stakeholder meeting	\$ 1,000.00
Food and beverages for Health Equity Committee	\$ 3,000.00
Incentives for outreach events	\$ 2,000.00
Scrubs for clinic staff	\$ 2,426.58
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Total Supplies	\$ 12,426.58



Local Health Jurisdiction Name:

Inyc

Combined Strategy	Total Award
	\$ 423,621

Budget		
Budget Category	Budgeted Amount	July 2023
Salary	\$ 1,156,868	
Supplies	\$ 12,427	
In State Travel or Out-of-State Travel	\$ 10,000	
Equipment	\$ -	
Other & Subcontracts	\$ 80,000	
Total Direct Costs	\$ 1,259,294	\$ -
Total Indirect Costs	\$ 11,569	\$ -

	Budget	Expenditures
Totals	\$ 1,270,863	\$ -

)

1st Quarter			
August 2023	September 2023	Q1 Total	October 2023
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

Balance
\$ 1,270,863.00

2023-24 Quarterly Expenditure Report

2nd Quarter

November 2023	December 2023	Q2 Total	January 2024
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -



3rd Quarter			
February 2024	March 2024	Q3 Total	April 2024
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

--	--

4th Quarter		
May 2024	June 2024	Q4 Total
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4000

Strategic Planning Presentation from the Rural County Representatives of California (RCRC)

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator

ITEM PRESENTED BY

Barbara Hayes - RCRC

RECOMMENDED ACTION:

Receive a presentation from RCRC Chief Economic Development Officer Barbara Hayes on the organization's Strategic Plan and the ongoing work of its affiliate entities.

BACKGROUND / SUMMARY / JUSTIFICATION:

The 2022-2025 RCRC Strategic Plan is a guiding document for the organization from which the RCRC Board of Directors set policies and priorities to advance the interests of rural counties. The plan can be found here.

RCRC Chief Economic Development Officer Barbara Hayes will be giving your Board a presentation on the plan and an update on the activities of its affiliate entities, such as the Golden State Finance Authority.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

ATTACHMENTS:

1. Inyo County Strategic Plan Presentation - Final

APPROVALS:

Darcy Ellis	Created/Initiated - 8/4/2023
Darcy Ellis	Approved - 8/4/2023
Nate Greenberg	Final Approval - 11/18/2023



RURAL COUNTY
REPRESENTATIVES OF
CALIFORNIA



BARBARA HAYES
*RCRC CHIEF ECONOMIC
DEVELOPMENT OFFICER*

RCRC STRATEGIC PLAN



Vision

RCRC is the premier advocate and innovative service provider for rural counties in California

STATE & FEDERAL ADVOCACY



State Policy Areas

- Forest Health/Wildfire
- CARE Court
- Water/drought
- Broadband
- Housing
- Energy
- Social Services
- California Public Utilities Commission (CPUC)



Impactful Advocacy

Federal Policy Areas

- ✎ Forest Health/Wildfire
- ✎ Water/Drought
- ✎ Infrastructure
- ✎ Farm Bill

PG&E Working Group

1. Facilitate dialogue between PG&E and counties
2. Engage with PG&E on the implementation of wildfire mitigation programs
3. Resolve potential issues with PG&E's local operations and resources.



GOLDEN STATE FINANCE AUTHORITY

- **Affordable Housing Solutions:** Advancing homeownership through the provision of affordable housing solutions.
- **Affordable Energy Financing:** providing affordable options for homeowners and developers to obtain energy efficiency financing.
- **Infrastructure Financing:** Promoting economic development in rural communities with infrastructure financing supports.

SINCE 1993 IN INYO COUNTY



6 individuals or families purchased a home through GSFA



Over **\$58 K** in down payment assistance through GSFA

NATIONAL HOMEBUYERS FUND (NHF)



Equitable Access



NATIONAL HOMEBUYERS FUND

- **Expand Homeownership:** Creating greater consumer options across the nation for affordable housing solutions that increase homeownership and help advance financial security in moderate- and low-income communities.
- **Strengthen Communities:** Partnering with charitable and other non-profit organizations to support communities in need.

SINCE 2002 IN INYO COUNTY



2 individuals or families purchased a home through NHF



Over **\$15 K** in down payment assistance through NHF



GOLDEN STATE FINANCE AUTHORITY (GSFA) & NATIONAL HOMEBUYERS FUND (NHF)

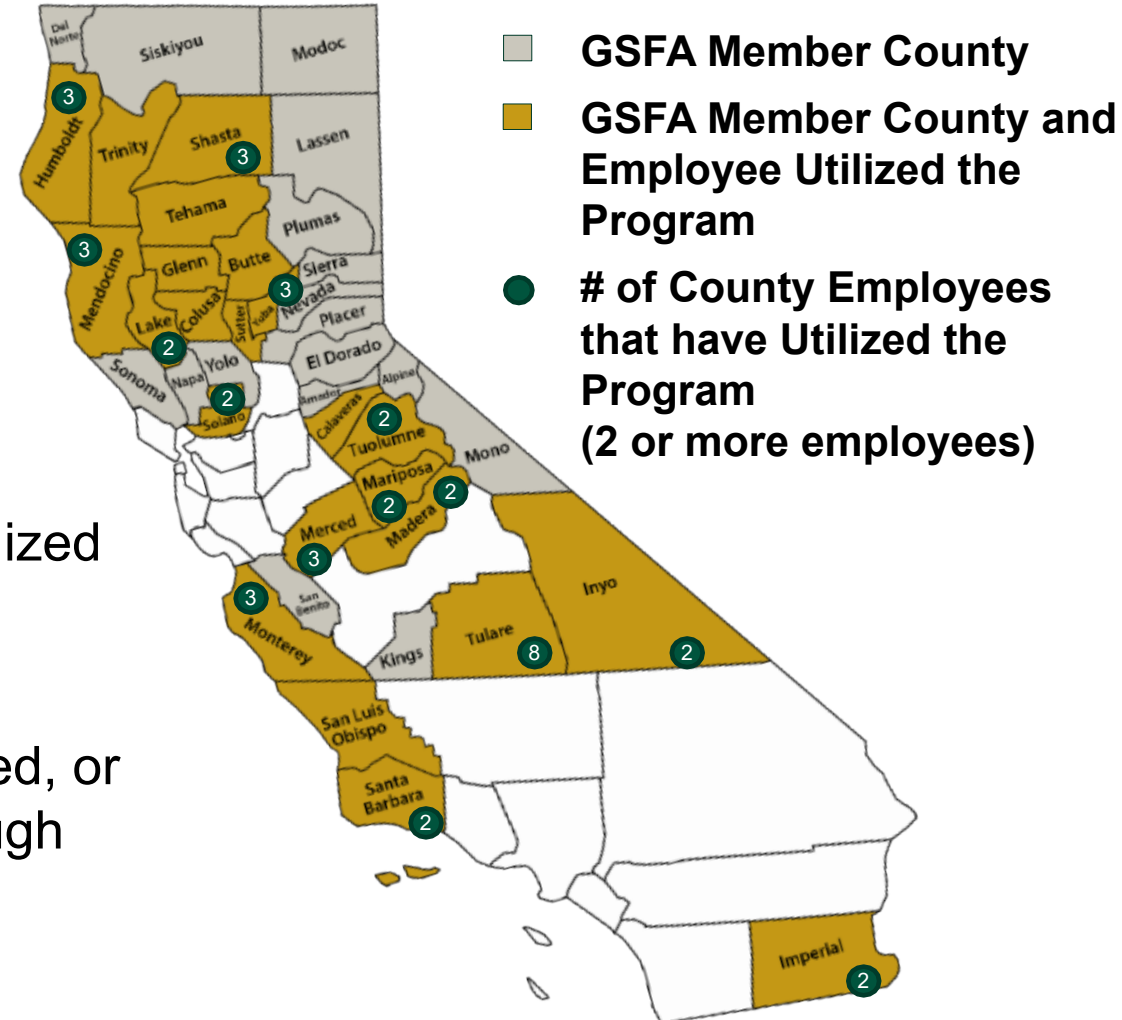


Equitable Access

NEW

Assist-to-Own Program

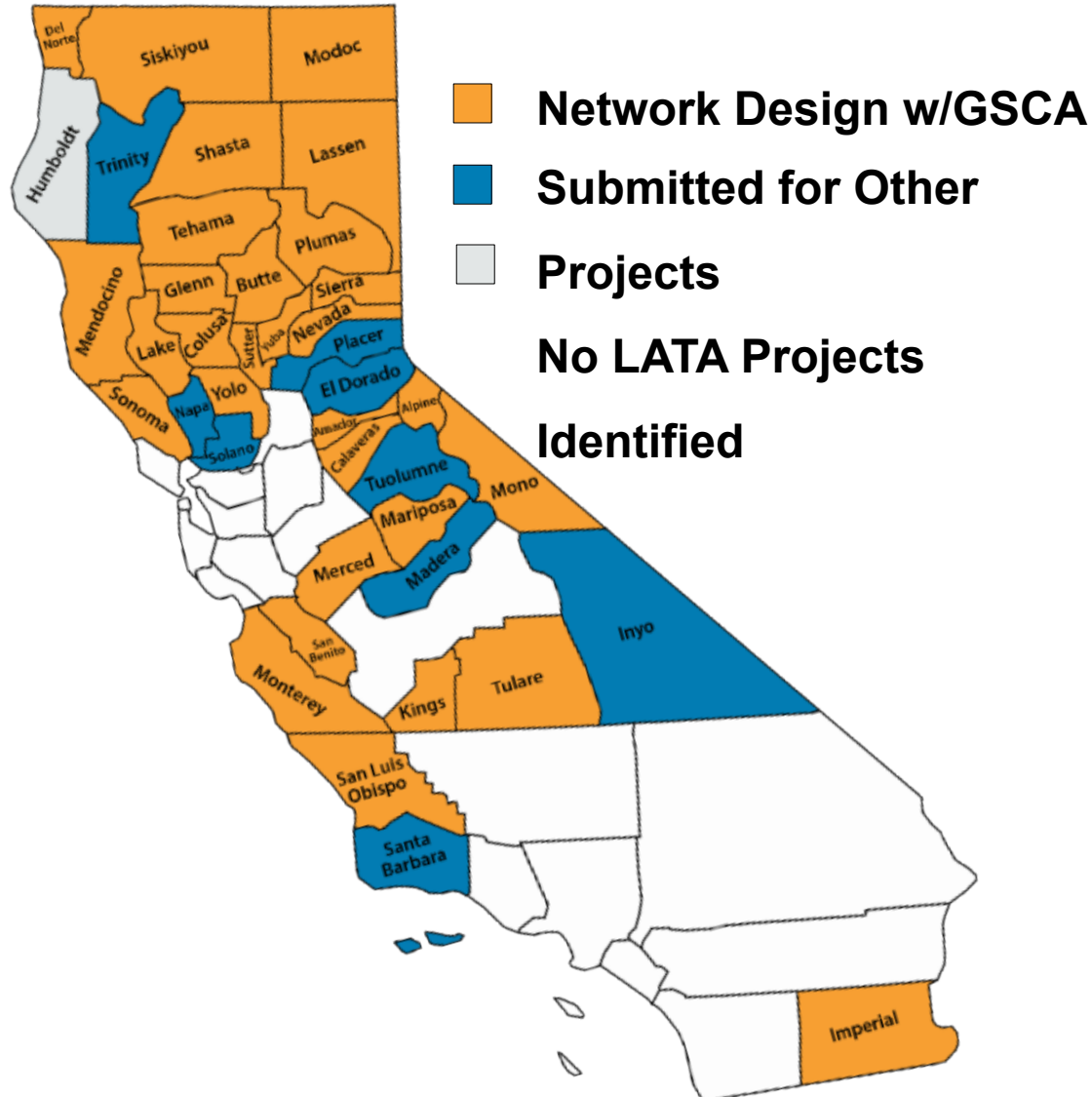
- Provides GSFA member county employees down payment and closing cost assistance for purchase of a home.
- Assistance of up to 5.5%
- GSFA offering to assist counties with individualized marketing to their employees (flyers, webinars, emails, etc.)
- As of June 2023, **50** employees have purchased, or are in the process of purchasing, a home through the program



GOLDEN STATE CONNECT AUTHORITY



Equitable Access



- **Broadband Strategic Plans**
 - 26 Member Counties – Fed EDA Funds
- **Technical Assistance**
 - LATA Grants
 - 39 GSCA Member Counties
 - 38 – GSCA Administered LATA Grants (*member counties and cities therein*)
- **Broadband Deployment**
 - Open access municipal network

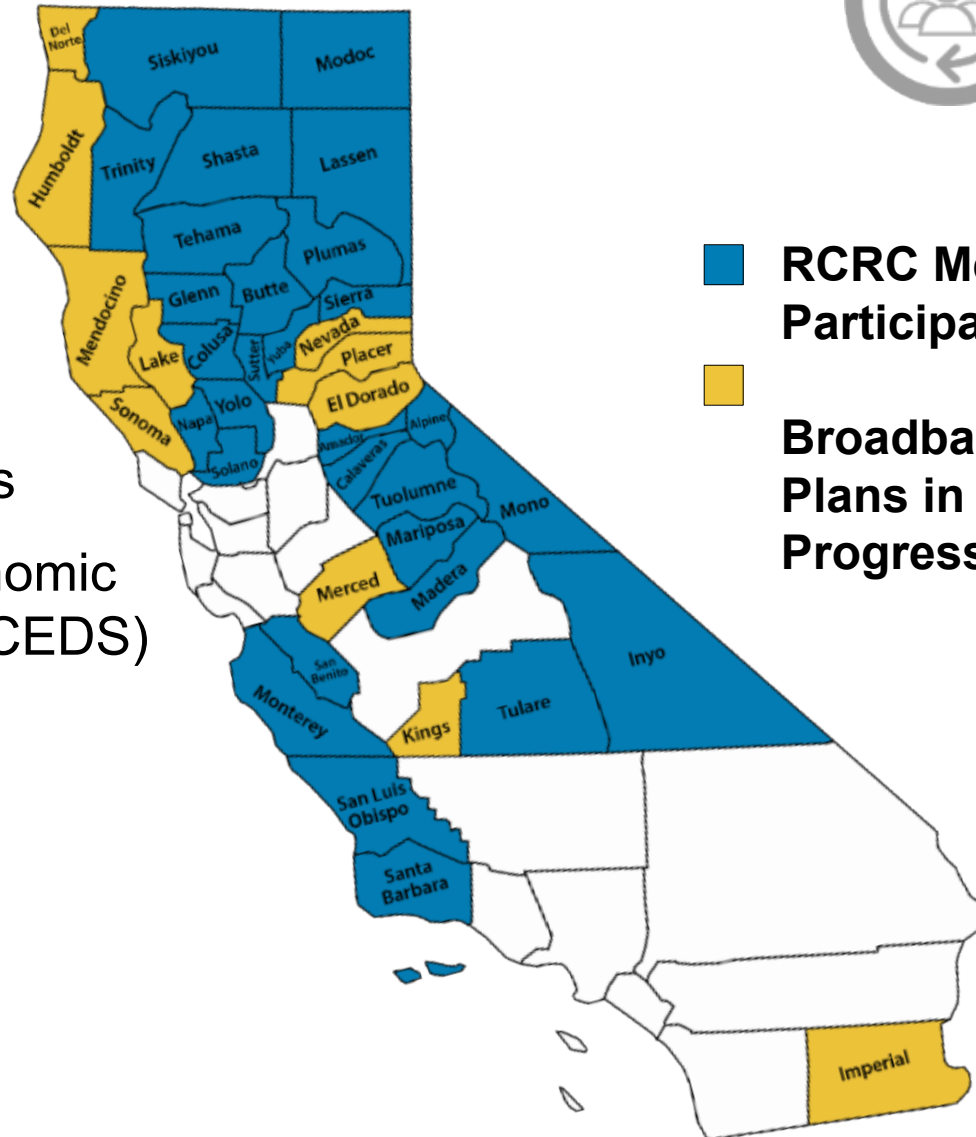
GOLDEN STATE CONNECT AUTHORITY (CONT)



Equitable Access

EDA Planning Grant

- Provides Funding For:
 - Broadband Strategic Plans
 - Two Comprehensive Economic Development Strategies (CEDS) Plans (Colusa & Mono/Inyo/Alpine)



■ RCRC Members
Participating

■ Broadband Strategic
Plans in Place or In
Progress

RURAL ALLIANCE, INC. (RAI)



Impactful Advocacy

- ✧ RCRC non-profit affiliate entity
- ✧ RAI facilitates academic research and educational opportunities that advance understanding of rural California amongst policymakers and the public.
- ✧ Currently implementing:
 - ✧ Business Plan
 - ✧ Policy and Priority Areas for 2023 Research and Educational Tours



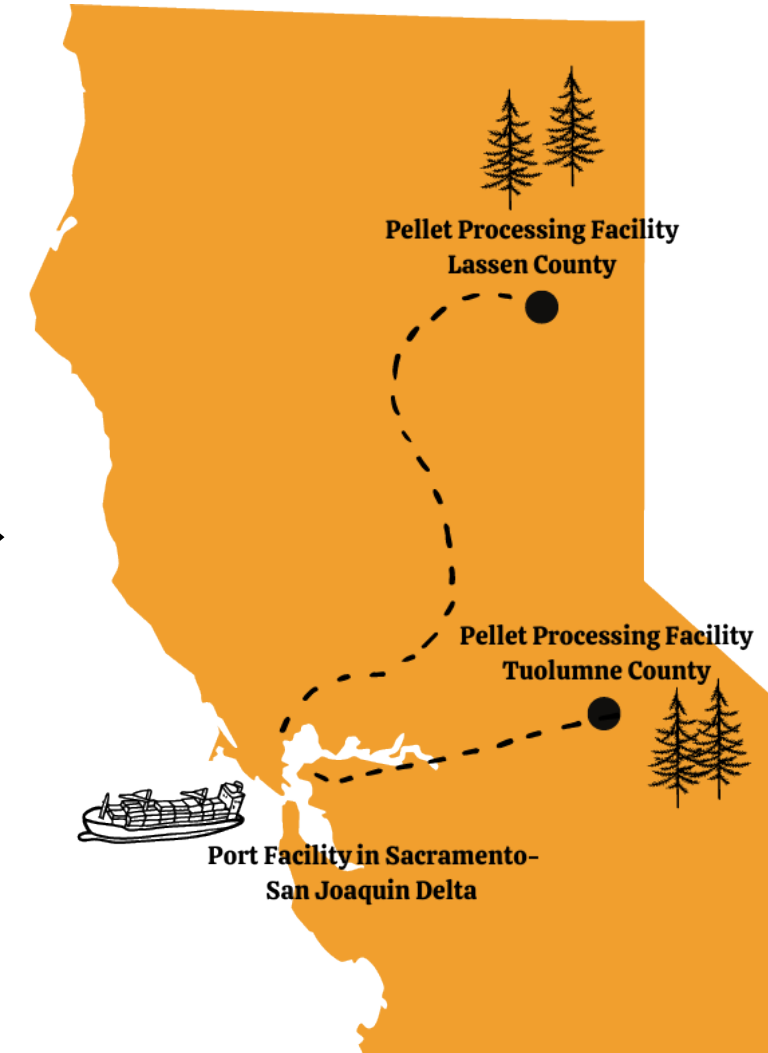
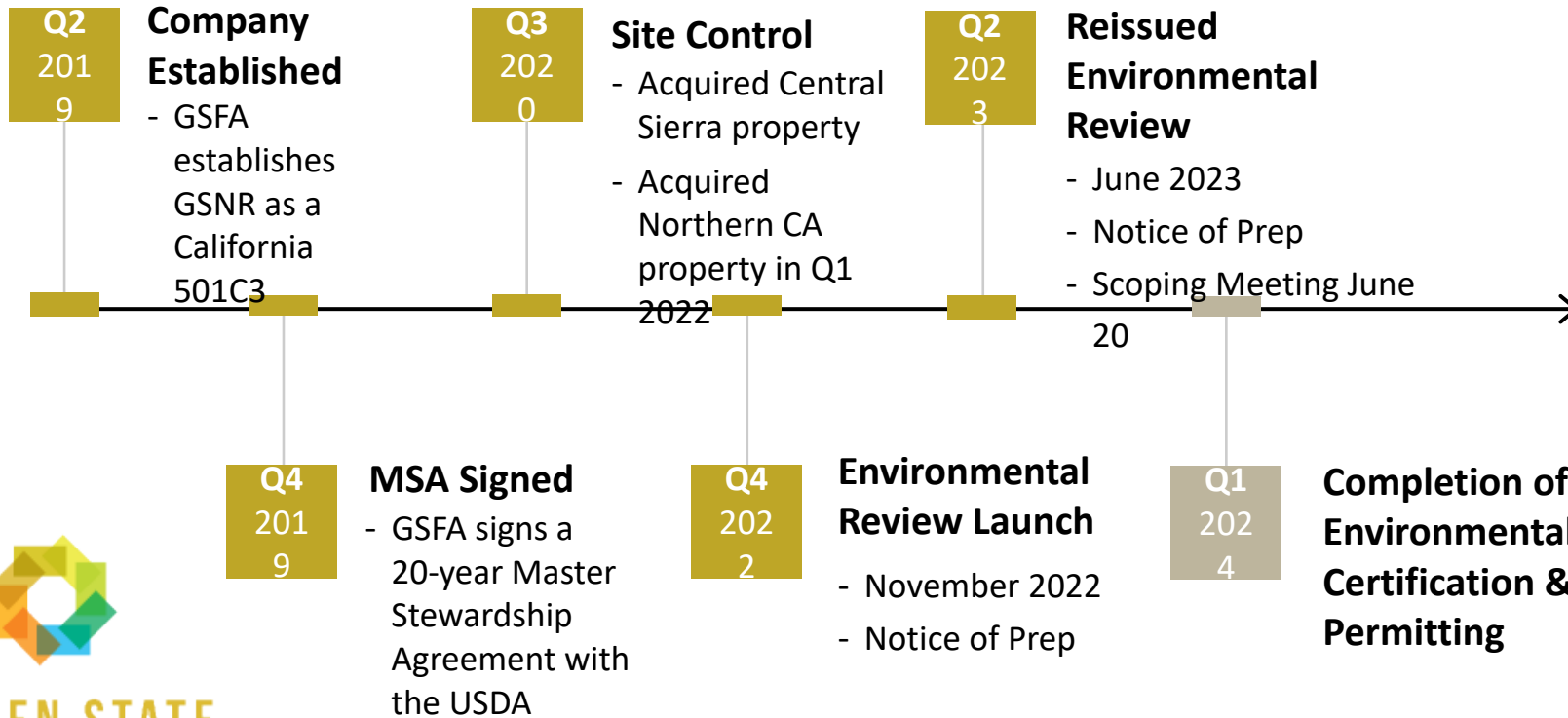
GOLDEN STATE NATURAL RESOURCES

GSNR is a 501c3 public benefit corp. focused on forest resiliency and rural economic development.



Healthy Communities

GSNR Timeline



ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)

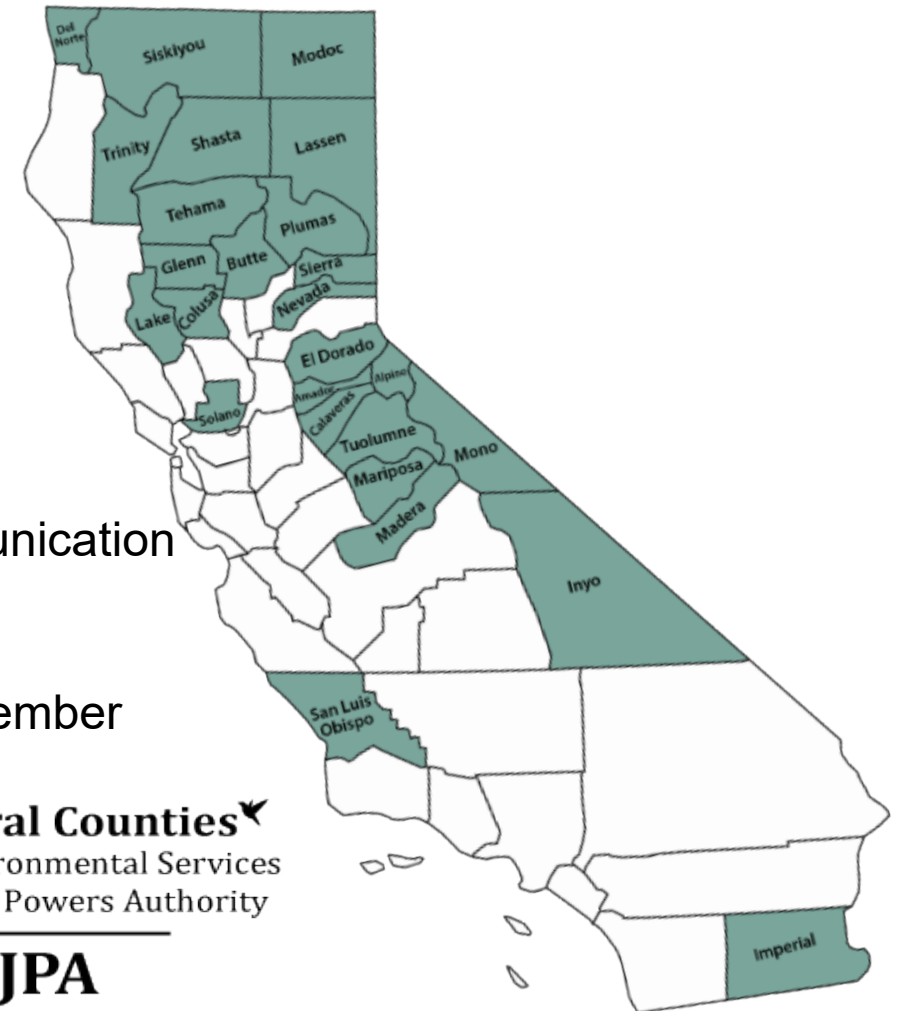
- Formed in 1993 to assist members in complying with regulatory requirements and waste diversion goals.
- Provides regulatory advocacy and technical assistance to 26 counties, supports local public education campaigns and administers grants for recycling and hazardous waste management programs.

ESJPA BUSINESS PLAN

- Maintain and strengthen organizational fiscal health and workforce.
- Increase and enhance member services
- Increase partnerships and county membership
- Expand organizational communication with member counties
- Increase organic waste implementation support for member counties



Operational Excellence



Rural Counties
Environmental Services
Joint Powers Authority
ESJPA



RCRC
1215 K St., Suite 1650
Sacramento, CA 95814
(916) 447-4806

QUESTIONS?

KEEP UP WITH RCRC:

☞ WEBSITE: www.rcrcnet.org

☞ SIGN UP FOR THE BARBED WIRE
NEWSLETTER

☞ FOLLOW US ON SOCIAL MEDIA:



@ruralcounties



@ca_ruralcounties



@RuralCounties



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4302

Update on the Northern Inyo County Local Hospital District Outside Agency

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Stephen delRossi

RECOMMENDED ACTION:

Receive update on the Northern Inyo County Local Hospital District from Chief Financial Officer/Chief Executive Officer Stephen delRossi.

BACKGROUND / SUMMARY / JUSTIFICATION:

fsfsfd

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/13/2023
Final Approval - 11/13/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4305

Presentation on the Fourth Annual Lone Pine Backcountry Fly-in Board of Supervisors NO ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Anna Montgomery

RECOMMENDED ACTION:

Receive presentation from Anna Montgomery of Friends of the Lone Pine Airport on the Fourth Annual Lone Pine Backcountry Fly-in.

BACKGROUND / SUMMARY / JUSTIFICATION:

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 11/13/2023
Darcy Ellis	Final Approval - 11/13/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4295

Memorandum of Agreement between the County of Inyo and Friends of the Lone Pine Airport

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Approve the Memorandum of Agreement between the County of Inyo and the Friends of the Lone Pine Airport and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Friends of the Lone Pine Airport (FLPA) is a 501 C(3) non-profit that was created by members of the Lone Pine general aviation community with a goal to restore the terminal area facilities at the Lone Pine/Death Valley Airport with volunteer efforts, preserve local aviation history, and foster growth and involvement in the local community.

The FLPA has worked closely with airport management over the last several years to support improvements to the terminal area. FLPA has also secured grant funding to partially fund additional building upgrades. This Memorandum of Agreement provides a framework for the ongoing relationship between the two entities. The non-profit had a building inspection performed on terminal, which is included as Attachment A. Project and/or facility specific agreements will be necessary for future projects.

Anna Montgomery, an FLPA board member, will be presenting this meeting on the 4th annual Lone Pine Backcountry Fly-In, which took place October 13-15.

FISCAL IMPACT:

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this MOA.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Friends of Lone Pine Airport-Inyo Memorandum of Agreement for Lone Pine Airport

APPROVALS:

Ashley Helms	Created/Initiated - 11/8/2023
Darcy Ellis	Approved - 11/8/2023
Ashley Helms	Approved - 11/11/2023
John Vallejo	Approved - 11/13/2023
Nate Greenberg	Final Approval - 11/18/2023

MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF INYO AND THE
FRIENDS OF THE LONE PINE AIRPORT REGARDING IMPROVEMENTS TO BE MADE
TO THE LONE PINE AIRPORT

This Memorandum of Agreement (MOA) is made and entered into by and between the Friends of Lone Pine Airport (FLPA), a 501(c)(3) non-profit organization, and the County of Inyo, a political subdivision of the State of California, to outline the objectives and responsibilities of each Party surrounding improvements to the Lone Pine Airport. The parties agree to the following terms:

1. Objectives

This MOA is intended to set forth the framework under which the County and FLPA will operate during the FLPA's efforts to restore the Lone Pine Airport. The specific objectives of the FLPA's restoration efforts are to:

- Restore the terminal building at the Lone Pine Airport.
- Restore the Tunnel Aircamp Hangar, with the goal of utilizing it as a functional space for airport and community events.

2. Roles and Responsibilities

The FLPA shall be responsible for:

- Initiating and overseeing the restoration of the terminal building, after the terminal roof replacement project is completed by the County.
 - A detailed site inspection of the terminal building has been completed and is attached hereto as Exhibit A.
 - Prior to commencing any work on the terminal building, FLPA shall provide to the County a detailed outline of restoration projects shall be outlined in terms of Phase 1, 2, and 3.
 - FLPA shall be responsible for obtaining all necessary permits and inspections, maintaining insurance as required by Inyo County Risk Management, and complying with all state and federal laws, including those pertaining to public works projects.
 - All work performed by FLPA shall be performed by or under the supervision of a licensed California contractor.
- Negotiating and entering into a lease agreement with the County for the Tunnel Aircamp Hangar.
- Overseeing the restoration of the Tunnel Aircamp Hangar to ensure it is suitable for airport and community use.
 - Upon securing a lease with the County of Inyo, the FLPA shall create a detailed report of steps needed to repair and restore the Tunnel Aircamp Hangar
 - Presently, FLPA believes that the first steps will be to remove trees that threaten structural damage to the building, as well as securing any loose

- materials, and basic cleaning and maintenance of the building.
- All work performed by FLPA shall be performed by or under the supervision of a licensed California contractor.
- Developing and implementing a fundraising strategy to finance the restoration of the terminal building and Tunnel Aircamp Hangar. FLPA intends to fundraise in order to complete restoration projects and will seek matching funds and/or grants from the County of Inyo where applicable, working in tandem with the County to achieve these mutual goals.
- Ensuring compliance with all federal, state, and local laws and regulations related to airport operations. FLPA will work with the County to ensure compliance with said laws and regulations.

The County shall be responsible for:

- Providing access to the Lone Pine Airport terminal building and Tunnel Aircamp Hangar for the purpose of restoration. The County shall agree to provide access to FLPA for said purposes, with clear communication as to the dates of major projects being undertaken.
- Collaborating with the FLPA to develop a lease agreement for the Tunnel Aircamp Hangar. The County shall work to provide a lease agreement which enables FLPA to undertake the above-mentioned work.
- Providing support to the FLPA in the restoration of the terminal building and Tunnel Aircamp Hangar.
- Ensuring compliance with all federal, state, and local laws and regulations related to airport operations.

3. Funding

The FLPA shall be responsible for developing and implementing a fundraising strategy to finance the restoration of the terminal building and Tunnel Aircamp Hangar. The County may provide financial support in the form of grants, materials, or other funding opportunities where possible. The Parties understand and agree that this MOA does not obligate either Party to undertake any financial responsibility, fund any project(s), or otherwise obligate their respective funds in support of any project(s).

4. Duration and Termination

This MOA shall commence on the date of signing and shall continue until the restoration of the terminal building and Tunnel Aircamp Hangar is complete, or until terminated by either party. Either party may terminate this MOA at any time with 30 days' written notice.

5. Amendment

This MOA may be amended at any time by mutual written agreement of the parties.

6. Governing Law

This MOA shall be governed by the laws of the State of California.

7. Entire Agreement

This MOA constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between them.

8. Nonbinding Agreement

This MOA creates no right, benefit, or responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOA. Nothing in this MOA authorizes any of the parties to obligate or transfer anything of value.

Specifically, the Parties understands that this MOA creates no obligation on the part of FLPA to perform any work or improvements on County facilities and no obligation on the part of the County to permit the FLPA to lease, improve, or otherwise modify any County facilities. The Parties understand that any such leases, modifications, or improvements will be memorialized in future, binding contracts between the Parties.

IN WITNESS WHEREOF, the parties have executed this MOA as of the date first written above.

County of Inyo	Friends of the Lone Pine Airport
By: _____	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____



Exhibit A

RIDGELINE INSPECTIONS

760-582-2330

michelle@ridgelineinspect.com

<http://ridgelineinspect.com>



RESIDENTIAL REPORT

1452 S Main St
Lone Pine, CA 93545

Anna Montgomery

FEBRUARY 9, 2023



Inspector

Michelle Pettit

CPI License # NACHI16081413

7605822330

michelle@ridgelineinspect.com

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SUMMARY



MAINTENANCE ITEM



RECOMMENDATION



SAFETY HAZARD

-  2.2.1 Roof - Asphalt Composition: Age: End of useful life
-  2.3.1 Roof - Flashings and Roof Penetrations: Vent Flashing not observed, 2 layers
-  2.3.2 Roof - Flashings and Roof Penetrations: Edge flashing not installed
-  2.3.3 Roof - Flashings and Roof Penetrations: No sidewall flashing visible--may be buried
-  2.3.4 Roof - Flashings and Roof Penetrations: Inadequate height clearance- old standard
-  2.4.1 Roof - Roof Drainage Systems: Damage to exterior from lack of gutters
-  3.4.1 Exterior - Wall-Covering, Flashing & Trim: Worn Out Areas of Exterior Wall-Covering or Trim
-  3.4.2 Exterior - Wall-Covering, Flashing & Trim: Paint Peel
-  3.4.3 Exterior - Wall-Covering, Flashing & Trim: Likely lead paint
-  3.5.1 Exterior - Exterior Doors: Not Tempered Glass
-  3.5.2 Exterior - Exterior Doors: Weatherstripping
-  3.5.3 Exterior - Exterior Doors: Deterioration
-  3.9.1 Exterior - GFCIs, Lighting Fixtures-Outside: Missing GFCI Protection
-  4.2.1 Attic - Ventilation Condition: Attic venting insufficient- asphalt
-  4.3.1 Attic - Insulation in Attic: Additional Insulation Recommended
-  4.3.2 Attic - Insulation in Attic: Attic Hatch Lacks Insulation
-  4.3.3 Attic - Insulation in Attic: No insulation
-  4.4.1 Attic - Attic Structure & Sheathing: Staining at Sheathing
-  4.4.2 Attic - Attic Structure & Sheathing: Deteriorated sheathing
-  4.5.1 Attic - Vents and Exhaust Systems: Clearance
-  4.6.1 Attic - Attic Electrical: Splices not contained
-  4.6.2 Attic - Attic Electrical: Improper termination
-  5.2.1 Interior - Floors/Walls/Ceilings: Possible Asbestos Tile
-  5.2.2 Interior - Floors/Walls/Ceilings: Damaged - Ceiling
-  5.2.3 Interior - Floors/Walls/Ceilings: Settlement cracking
-  5.3.1 Interior - Windows and Doors: Window(s) not tempered glass--older home
-  5.3.2 Interior - Windows and Doors: Cracked glass
-  5.3.3 Interior - Windows and Doors: Old wood windows

- ⊖ 5.4.1 Interior - Lighting: Ceiling fan wobbled
- 🔧 6.1.1 Bathroom(s) - Bathrooms: Window only, no exhaust fan
- ⊖ 6.1.2 Bathroom(s) - Bathrooms: No ventilation
- ⊖ 6.2.1 Bathroom(s) - Bathroom Toilets: Not low-flow
- ⊖ 6.2.2 Bathroom(s) - Bathroom Toilets: Loose
- ⊖ 6.2.3 Bathroom(s) - Bathroom Toilets: Water supply shut off
- 🔧 6.3.1 Bathroom(s) - Shower, Tubs & Sinks: Stopper inoperable
- ⊖ 6.3.2 Bathroom(s) - Shower, Tubs & Sinks: Faucet leaks all the time
- ⊖ 6.3.3 Bathroom(s) - Shower, Tubs & Sinks: Water Off
- ⊖ 6.3.4 Bathroom(s) - Shower, Tubs & Sinks: Leaking trap connections
- 🔧 6.3.5 Bathroom(s) - Shower, Tubs & Sinks: Showerhead missing
- 🔧 7.1.1 Kitchen - Countertops & Cabinets: Missing door or drawer
- ⊖ 7.2.1 Kitchen - Kitchen Sink: Improper trap under sink
- ⊖ 7.2.2 Kitchen - Kitchen Sink: Faucet leaks when water was running
- 🔧 9.2.1 Heating/ Cooling - Evaporative Cooler: Pad replacement
- 🔧 9.2.2 Heating/ Cooling - Evaporative Cooler: Winterized
- 🔧 10.1.1 Electrical - Service Entrance Conductors/Electric Meter and Base: Clearance from trees- monitor
- ⚠️ 10.2.1 Electrical - Main Service Panel/Branch Wiring, Etc: Line side tap
- ⚠️ 10.2.2 Electrical - Main Service Panel/Branch Wiring, Etc: Undersized conductor
- ⊖ 10.2.3 Electrical - Main Service Panel/Branch Wiring, Etc: Deadfront cover missing
- ⊖ 10.2.4 Electrical - Main Service Panel/Branch Wiring, Etc: No main disconnect
- ⊖ 10.4.1 Electrical - Distribution Wiring: Improper termination--energized conductors
- 🔧 10.6.1 Electrical - GFCIs and AFCIs: AFCI Protection Not Present
- 🔧 10.6.2 Electrical - GFCIs and AFCIs: GFCI Protection Not Installed in one or more places
- ⊖ 10.7.1 Electrical - Subpanels: Breaker Double Tapped
- 🔧 11.1.1 Plumbing - Hot Water System: Corrosion
- ⊖ 11.1.2 Plumbing - Hot Water System: Draft Diverter Improper Alignment
- ⊖ 11.1.3 Plumbing - Hot Water System: TPR Discharge Pipe at the Interior
- ⊖ 11.1.4 Plumbing - Hot Water System: No seismic strapping
- 🔧 11.1.5 Plumbing - Hot Water System: Old unit, gas not on
- 🔧 11.2.1 Plumbing - Water Supply, Distribution Systems: Galvanized
- ⊖ 11.3.1 Plumbing - Drain, Waste, & Vent Systems: Corroded/Rusty Cast Iron
- ⊖ 12.1.1 Crawlspace or Basement, Foundation & Structure - Crawlspaces: Improper electrical wiring in crawlspace
- 🔧 12.1.2 Crawlspace or Basement, Foundation & Structure - Crawlspaces: Improper Pier Supports
- 🔧 12.1.3 Crawlspace or Basement, Foundation & Structure - Crawlspaces: Pest--Rodent Waste
- 🔧 12.1.4 Crawlspace or Basement, Foundation & Structure - Crawlspaces: Possible Signs of Wood Destroying Insect Activity
- 🔧 12.1.5 Crawlspace or Basement, Foundation & Structure - Crawlspaces: Wood in Contact With or Close to Soil

 12.1.6 Crawlspace or Basement, Foundation & Structure - Crawlspaces: Unsupported conductor(s)

 12.1.7 Crawlspace or Basement, Foundation & Structure - Crawlspaces: Cut beam or joist around plumbing

1: INSPECTION DETAILS

Information

Orientation: Utilities on

All utilities were on at the time of the inspection.

General: Property Details

Built in: unknown
Square Footage: 900 ish

General: Type of Building

Single Family
This building is now being used in a commercial application

General: Style

Bungalow

General: Direction the home is facing:

North

General: In Attendance

Client at the end of the inspection

General: Occupancy

Furnished

General: Temperature (approximate)

45 Fahrenheit (F)

General: Weather Conditions

Clear, There has been no recent rain

Orientation:

Ridgeline Inspections strives to perform all inspections in compliance with the Standards of Practice as set forth by InterNACHI. As such, We inspect the readily accessible, visually observable, installed systems and components of the home as designated in these Standards of Practice. When systems or components designated in the Standards of Practice were present but were not inspected, the reason(s) the item was not inspected will be stated. This inspection is neither technically exhaustive or quantitative.

This report contains observations of those systems and components that, in our professional judgement, were not functioning properly, significantly deficient, or unsafe.

This inspection will not reveal every concern or issue that may be present, but only those significant defects that were visible at the time of inspection. This inspection can not predict future conditions, or determine if latent or concealed defects are present. The statements made in this report reflect the conditions as existing at the time of Inspection only, and expire at the completion of the inspection. Weather conditions and other changes in conditions may reveal problems that were not present at the time of inspection; including roof leaks, or water infiltration into crawl spaces or basements. Refer to the Inspection agreement regarding the scope and limitations of this inspection.

This inspection is NOT intended to be considered as a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, INCLUDING THE ITEMS AND SYSTEMS INSPECTED, AND IT SHOULD NOT BE RELIED ON AS SUCH. Some risk is always involved when purchasing a property and unexpected repairs should be anticipated, as this is unfortunately, a part of home ownership.

NOTICE TO THIRD PARTIES: This report is the property of Ridgeline Inspections, The Client(s) and their Direct Real Estate Representative named herein have been named as licensee(s) of this document. This document is non-transferrable, in whole or in part, to any and all third-parties, including; subsequent buyers, sellers, and listing agents. Copying and pasting deficiencies to prepare the repair request is permitted. THE INFORMATION IN THIS REPORT SHALL NOT BE RELIED UPON BY ANY ONE OTHER THAN THE CLIENT NAMED HEREIN. This report is governed by an Inspection agreement that contained the scope of the inspection, including limitations, exclusions, and conditions of the copyright. **Unauthorized recipients are advised to contact Ridgeline Inspections for a consultation and new Inspection Agreement.**

ITEMS NOT INSPECTED - There are items that are not inspected in a home inspection such as, but not limited to; fences and gates, pools and spas, outbuildings or any other detached structure, refrigerators, washers/dryers, storm doors and storm windows, screens, window AC units, central vacuum systems, water softeners, alarm and intercom systems, and any item that is not a permanent attached component of the home. Also drop ceiling tiles are not removed, as they are easily damaged, and this is a non-invasive inspection. Subterranean systems are also excluded, such as but not limited to: sewer lines, septic tanks, water delivery systems, and underground fuel storage tanks. Unless a separate agreement is made for a sewer inspection.

Water and gas shut off valves are not operated under any circumstances. As well, any component or appliance that is unplugged or "shut off" is not turned on or connected for the sake of evaluation. I don't have knowledge of why a component may be shut down, and can't be liable for damages that may result from activating said components / appliances.

Also not reported on are the causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; Calculate the strength, adequacy, design or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility.

A home inspection does not address environmental concerns such as, but not limited to: Asbestos, lead, lead based paint, radon, mold, wood destroying organisms (termites, etc), cockroaches, rodents, pesticides, fungus, treated lumber, Chinese drywall, mercury, or carbon monoxide. Under separate agreement Ridgeline Inspections does provide radon and mold inspections.

INTERMITTENT OR CONCEALED PROBLEMS: Some problems can only be discovered by living in a house. They cannot be discovered during the few hours of a home inspection. Some problems will only be discovered when carpets are lifted, furniture is moved or finishes are removed. Sometimes problems may have existed at the time of the inspection, but there were no clues or visible evidence as to their existence.

DETACHED ITEMS: only items and components directly and permanently attached to the structure are inspected according to the Standards of Practice. And most of these items are only required to be reported on with their respected affect on the structure. This home may contain detached patios, stairs, retaining walls, outbuildings, decks, pools, fireplaces, etc. If comments are made with regard to these items, any comments should be viewed as a courtesy only, and not be construed as an all-inclusive listing of deficiencies. If any detached items or structures are of concern, evaluation of these items should be conducted by qualified individuals prior to the end of your inspection period.

CONTRACTORS / FURTHER EVALUATION: It is recommended that licensed professionals be used for repair issues as it relates to the comments in this report, and copies of receipts are kept for warranty purposes. The use of the term "Qualified Person" in this report relates to an individual, company, or contractor whom is either licensed or certified in the field of concern. If I recommend evaluation or repairs by contractors or other licensed professionals, it is possible

that they will discover additional problems since they will be invasive with their evaluation and repairs. Any listed items in this report concerning areas reserved for such experts should not be construed as a detailed, comprehensive, and / or exhaustive list of problems, or areas of concern.

CAUSES of DAMAGE / METHODS OF REPAIR: Any suggested causes of damage or defects, and methods of repair mentioned in this report are considered a professional courtesy to assist you in better understanding the condition of the home, and in our opinion only from the standpoint of a visual inspection, and should not be wholly relied upon. Contractors or other licensed professionals will have the final determination on the causes of damage/deficiencies, and the best methods of repairs, due to being invasive with their evaluation. Their evaluation will supersede the information found in this report.

Other Notes - Important Info

INACCESSIBLE AREAS: In the report, there may be specific references to areas and items that were inaccessible or only partly accessible. We can make no representations regarding conditions that may be present in these areas but were concealed or inaccessible for review. With access and an opportunity for inspection, reportable conditions or hidden damage may be found in these areas.

COMPONENT LIFE EXPECTANCY - Components may be listed as having no deficiencies at the time of inspection, but may fail at any time due to their age or lack of maintenance, that couldn't be determined by the inspector. A life expectancy chart can be viewed by visiting our website.

TYPOGRAPHICAL ERRORS: This report is proofread before sending it out, but typographical errors may be present. If any errors are noticed, please feel free to contact me for clarification.

CHANGE LOCKS: Lastly please keep in mind as you move into your new house it is just general good practice to replace ALL door locks to the outside and if you have an interior door leading to a garage it's a good idea to replace those locks too. You just don't know who all has keys to the house you just bought!

After reading the report I will be happy to answer any questions you may have, or provide clarification.

Orientation: Inspection Categories

This report divides deficiencies into three categories:

- **Major Defects/Immediate Concern** - A specific issue with a system or component that may have a significant, adverse impact on the condition of the property, or that poses an immediate risk to people or property. These immediate items are often imminent or in some cases could be very difficult or expensive to remedy. Items categorized in this manner require further evaluation and repairs or replacement as needed by a Qualified Contractor.
- **Marginal Defects/Prioritized Observation** - Items or components that were found to include a deficiency. These items may have been functional at the time of inspection, but this functionality may be impaired, not ideal, or the defect may lead to further problems. Repairs or replacement is recommended to items categorized in this manner for optimal performance and/or to avoid future problems or adverse conditions that may occur due to the defect.
- **Minor Defects/Maintenance Items/FYI** - Items or components that were found to be in need of recurring or basic general maintenance and/or may need minor repairs which may improve their functionality. Also included in this section are items that were at the end of their typical service life or beginning to show signs of wear, but were in the opinion of the inspector, still functional at the time of inspection. Major repairs or replacement should be anticipated, and planned for, on any items that are designated as being past, or at the end of their typical life. These repairs or replacement costs can sometimes represent a major expense; i.e. HVAC systems, Water Heaters, etc.

These categorizations are in professional judgment and based on what are observed at the time of inspection. This categorization should not be construed as to mean that items designated as "Minor defects" or "Marginal Defects" do not need repairs or replacement. Once again it's the "Recommendations" in the text of the comment pertaining to each defect that is paramount, not its categorical placement.

Note: color categorization does not reflect cost associated with correction.

General: Additions

This home had one or more additions to the original structure. Because finish materials cover most if not all of the original framing and structure, these cannot be evaluated. You should check to see if there are permits for the addition(s).

General: Asbestos and Lead-based Paint

Given the age of the residence, asbestos and lead-based paint could be present. In fact, any residence built before 1979 should not be assumed to be free from these and other well-known contaminants. While any possible presence of one or more potential sources will be identified in this report, there may be other materials that contain asbestos or lead-based paint which are not identified in this report. A thorough review of a home or building for asbestos and lead-based paint can only be conducted by a specialist, which includes destructive sampling and laboratory analysis. The general home inspection is not a complete review of all materials for these environmental contaminants.

General: Furniture restriction - other household goods restriction.

The property was occupied or furnished at the time of the inspection. There was furniture, personal belongings, boxes, and other miscellaneous items throughout the house. This resulted in a limitation of the inspection and personal belongings are not moved. Please note pictures throughout the report verifying this restriction.

General: Samples taken

Lab samples were collected for asbestos and lead paint sampling. The lab results will be issues under separate cover. Photos below show locations identified and sampled.



paint at window trim, south side



cladding paint--all layers, south side



mastic on floor, living room



ceiling tiles, kitchen



vinyl squares in radio room,
including mastic

2: ROOF

Information

General: Number of Layers

Observed

2 or more layers--only two layers are allowed on a roof and all layers will need to be removed when this roof surface needs replacing.

General: Roof Pitch

Low slope roof over patio or porch or addition, 6:12
The roof pitch is approximate.

Asphalt Composition: Fastener Type

Nails

General: Homeowner's Responsibility

As a homeowner, it is important to monitor the roof, because any roof can leak. To monitor a roof that is inaccessible, use binoculars. Look for deteriorating or loosening of flashing, signs of damage to the roof covering, and debris that can clog valleys and gutters. As roofing materials age, eventually, the roof system will leak. No one can predict when, where or how a roof will leak. Every roof should be inspected every year as part of a homeowner's routine home maintenance plan to catch problems before they become major defects. Please refer to the seller's disclosure in reference to the roof system's age, condition, prior problems, etc.

General: Roof Covering Condition

The roof was older

The inspection was not an exhaustive inspection of every installation detail of the roof system according to the manufacturer's specifications or construction codes. It is virtually impossible to detect a leak except as it is occurring or by specific water tests, which are beyond the scope of our inspection. We recommend that you ask the sellers to disclose information about the roof, and that you include comprehensive roof coverage in your home insurance policy. Please refer to the seller's disclosure in reference to the roof system's age, condition, prior problems, etc. The roof's age cannot be determined by the inspector.

This inspection is not a warranty against future roof leaks. Even a roof that appears to be in good, functional condition may leak under certain circumstances. Inspector does not take responsibility for a roof leak that happens in the future. This inspection is not a warranty or guarantee of the condition of the roof system.

General: Inspection Method

Roof Walked

We attempted to inspect the roof from various locations and methods, including from the ground and a ladder. According to the Home Inspection Standards of Practice, a home inspector is not required to walk upon any roof surface.

Asphalt Composition: Type

three tab shingles 15-20 year lifespan



Asphalt Composition: Asphalt Roof Condition

one or more deficiencies were observed and are included in this report

Although asphalt shingles are designed to protect the underlying home structure from moisture, as a system are not waterproof, but water resistant. Shingles are designed to work together with flashing and an underlying water-resistant membrane to prevent moisture intrusion.

Flashings and Roof Penetrations: Homeowner's Responsibility

As a homeowner it is important to monitor the flashing around the plumbing vent pipes that pass through the roof surface. Sometimes they deteriorate and cause a roof leak. Be sure that the plumbing and gas vent pipes do not get covered, either by debris, a toy, or snow. Any exposed fasteners at the flashing can be covered with sealant to ensure no moisture penetration.

Flashings and Roof Penetrations: Eaves and Gables

I looked for flashing installed at the eaves (near the gutter edge) and at the gables (the diagonal edge of the roof). There should be metal drip flashing material installed in these locations. The flashing helps the surface water on the roof to discharge into the gutter. Flashing also helps to prevent water intrusion under the roof-covering.

Flashings and Roof Penetrations: Wall Intersections

The inspection of wall intersections includes flashing where the roof covering meets a wall or siding material. There should be headwall, step, and counter-flashing installed in these locations. Any issues observed are noted below.

Flashings and Roof Penetrations: Roof Penetrations

Plumbing vents, gas vent(s) for gas-burning appliances

There should be watertight flashing installed around roof penetrations and they should extend far enough above the roof surface. Vent clearances should be appropriate. Any issues will be noted in this report.



Limitations

Roof Drainage Systems

GUTTERS WERE NOT PRESENT

Gutters and roof drainage was not present on this home.

Observations

2.2.1 Asphalt Composition

AGE: END OF USEFUL LIFE

At the time of the inspection, asphalt shingles covering the roof exhibited severe general deterioration and appeared to be at or near the end of their long-term service life. The Inspector recommends that before the expiration of your Inspection Objection Deadline you consult with a qualified contractor to discuss options and costs for replacement.

Recommendation

Contact a qualified professional.

 Safety Hazard



Repair area



Missing shingles

2.3.1 Flashings and Roof Penetrations

**VENT FLASHING NOT OBSERVED, 2 LAYERS**

Flashing was not visible at one or more vents, and it is likely it is buried under the second layer of roofing material which is an improper installation. Sealant was applied around the base of the roof penetrations which will dry and crack. As this happens, moisture can enter between the roof layers or even beneath the roof layers and cause damage to building materials. Recommend monitoring sealant every year for cracking and reapply as necessary or correct the flashing.

Recommendation

Contact a qualified professional.



2.3.2 Flashings and Roof Penetrations

**EDGE FLASHING NOT INSTALLED**

IMPROVE: No roof edge flashing was installed at the time of the inspection. Lack of roof edge flashings leaves the edges of roof sheathing and underlayment exposed to the deteriorating effects of weather, with damage from moisture such as delamination and decay possible.

Recommendation

Contact a qualified professional.



2.3.3 Flashings and Roof Penetrations

NO SIDEWALL FLASHING VISIBLE-- MAY BE BURIED



Maintenance Item

Sidewall flashing was missing (or it may be buried underneath the cladding material) at one or more areas of the roof. This can result in moisture penetrating the seam where the roof material meet the cladding. You may want to seal the area and correct when a new roof is installed.

Recommendation

Contact a qualified professional.



2.3.4 Flashings and Roof Penetrations

INADEQUATE HEIGHT CLEARANCE- OLD STANDARD



Maintenance Item

A combustion appliance or wood burning stove flue appeared to have inadequate clearance above the roof. While this may not have been the standard when this home was built, current building standards require that the flue terminates 2 feet higher than any part of the roof within 10 feet. Inadequate height termination can result in backdrafting that can cause the toxic products of combustion to enter the living space. Each manufacturer specifies the minimum height terminations of combustion appliance flues and confirmation of proper termination height of this flue requires research that lies beyond the scope of the General Home Inspection.

Recommendation

Contact a qualified professional.



2.4.1 Roof Drainage Systems

DAMAGE TO EXTERIOR FROM LACK OF GUTTERS

 Recommendation

There was deterioration below a roof valley where water is directed down the side of the building. Recommend gutters to redirect water away from the building.

Recommendation

Contact a qualified professional.



3: EXTERIOR

Information

Main Water Shut-Off Valve and Cleanout(s): Location of Main Shut-Off Valve

Unable to Determine

The main shut-off is observed only. It is never operated.

Wall-Covering, Flashing & Trim: Type of Wall-Covering Material Described

Wood trim, Wood Siding

Exhaust Hoods and Wall Penetrations: None Present

There were no wall penetrations at this home.

Vegetation, Surface Drainage, Retaining Walls & Grading: Mostly Flat

The building site was relatively flat

Fuel Storage & Distribution Systems: Fuel Piping and shutoff

Black iron pipe used for gas branch/distribution service

Fuel Storage & Distribution Systems: Fuel Source Included:

Liquid Propane (LP) Gas -- Tank located at:, Exterior; South side of house



General: Homeowner's Responsibility

The exterior of your home is slowly deteriorating and aging. The sun, wind, rain and temperatures are constantly affecting it. It is important as a homeowner to monitor the buildings exterior for its condition and weather tightness. Check the condition of all exterior materials and look for developing patterns of damage or deterioration. During a heavy rainstorm (without lightning), grab an umbrella and go outside. Walk around your house and look around at the roof and property. A rainstorm is the perfect time to see how the roof, downspouts and grading are performing. Observe the drainage patterns of your entire property, as well as the property of your neighbor. The ground around your house should slope away from all sides. Downspouts, surface gutters and drains should be directing water away from the foundation.

Main Water Shut-Off Valve and Cleanout(s): Homeowner's Responsibility

It's important to know where the main water and fuel shutoff valves are located. And be sure to keep an eye out for any water and plumbing leaks.

Walkways & Driveways: Materials

asphalt, Poured concrete

Driveway(s) and walkway(s) consisted of the above types/materials. See photo(s) for examples.

Walkways & Driveways: Walkways & Driveways

Walkways and driveways that were adjacent to the house were inspected. The walkways, driveways, and parking areas that were far away from the house foundation were not inspected. Any deficiencies in the driveways or walkways are identified below.



Wall-Covering, Flashing & Trim: Condition

the exterior wall coverings and/or trim were weathered and aging

The exterior of your home is slowly deteriorating and aging. The sun, wind, rain and fluctuating temperatures are constantly affecting it. Your job is to monitor the house's exterior for its condition and weather tightness. Check the condition of all exterior wall-covering materials and look for developing patterns of damage or deterioration. Unless indicated in this report, the exterior wall coverings appeared to be adequately protecting the home against moisture intrusion.



Exterior Doors: Exterior Doors Inspected

Exterior doors are inspected for weather tightness, safety, and functionality. Any findings are noted in this report.

Fixtures, Faucets and Spickets: Hose Bibs

None observed

Hose bibs attached to the home were observed. They are operated if they are not blocked by vegetation or personal belongings and were in operable condition unless noted below.

Exhaust Hoods and Wall Penetrations: Wall Penetrations

Wall penetrations, including exhaust hoods, are examined for weather tightness.

Vegetation, Surface Drainage, Retaining Walls & Grading: Site Drainage, & Grading

Inspection includes vegetation, surface drainage, and grading of the property, where they may adversely affect the structure due to moisture intrusion. The inspector cannot always accurately predict this performance as conditions constantly change. Furthermore, items such as leakage in downspout/gutter systems are very difficult to detect during dry weather. Inspection of foundation performance and water handling systems, therefore, is limited to visible conditions and evidence of past problems. Lot and grading have a significant impact on the home, simply because of the direct and indirect damage that moisture can have on the foundation. While our annual rainfall levels are minimal, it is good practice that surface runoff water be adequately diverted away from the home. Lot grading should slope away and fall a minimum of one (1) inch every foot for a distance of six (6) feet around the perimeter of the building. Maintain or improve grading as needed.

Limitations

General

FENCING AND GATES NOT INSPECTED

Inspection of fencing lies beyond the scope of the general home inspection. Any comments here are about general condition only.

General

IRRIGATION NOT INSPECTED

Examining irrigation is not a part of a general home inspection.

Observations

3.4.1 Wall-Covering, Flashing & Trim



WORN OUT AREAS OF EXTERIOR WALL-COVERING OR TRIM

The exterior of the home had worn-out areas, delayed maintenance, or aging. While the cladding appeared to be adequately protecting the home, continued delayed maintenance may change this. Recommend paint or stain maintenance, and some areas may need repair. Not all affected areas may be pictured. Recommend thorough review of the exterior when correcting.

Recommendation

Contact a qualified professional.



3.4.2 Wall-Covering, Flashing & Trim

PAINT PEEL

Various areas around the homes exterior showed signs of paint peel it is randomly throughout the entire exterior. around several windows if not most windows and some of the cladders. Recommend further evaluation and repair of paint peel to protect the wood below.

Recommendation

Contact a qualified painting contractor.





3.4.3 Wall-Covering, Flashing & Trim

LIKELY LEAD PAINT

The paint at this home in one or more areas exhibited a cracking pattern which is typical of lead paint. Only laboratory testing or other certified methods can confirm the presence of lead paint. You may want to have this evaluated. The presence of lead paint may require professional mitigation which can be costly.

Recommendation

Contact a qualified professional.

 Maintenance Item



3.5.1 Exterior Doors

Recommendation

NOT TEMPERED GLASS

One or more doors featured single pane glass which was not tempered glass. Single pane glass may break and is a safety concern. Recommend replacing with tempered glass.

Recommendation

Contact a qualified professional.



Glazing deteriorated

3.5.2 Exterior Doors

Maintenance Item

WEATHERSTRIPPING

Weatherstripping around one or more doors needed improvement to seal any air gaps at the door(s).

Recommendation

Contact a handyman or DIY project



3.5.3 Exterior Doors

Recommendation

DETERIORATION

The door had deterioration in one or more areas and may need replacement.

Recommendation

Contact a qualified professional.



3.9.1 GFCIs, Lighting Fixtures-Outside

MISSING GFCI PROTECTION



Safety One or more areas outside the home did not have ground fault circuit interrupter (GFCI) for electrical receptacles located outside potential shock or electrocution hazard. HOWEVER--oftentimes they are connected to one of the several GFCI's in the house interior. Exterior outlets did not appear to be GFCI protected when tested with a tester. Recommend installation in noted areas :1. Replacing an individual standard receptacle with a GFCI receptacle.2. Replacing the electrical circuit receptacle located closest to the overcurrent protection device (usually a breaker) with a GFCI receptacle.3. Replacing the breaker currently protecting the electrical circuit that contains the receptacles of concern with a GFCI breaker.If the home was built before 1971, GFCI outlets at the exterior were not required when this home was built.

Recommendation

Contact a qualified professional.



4: ATTIC

Information

General: Access Type

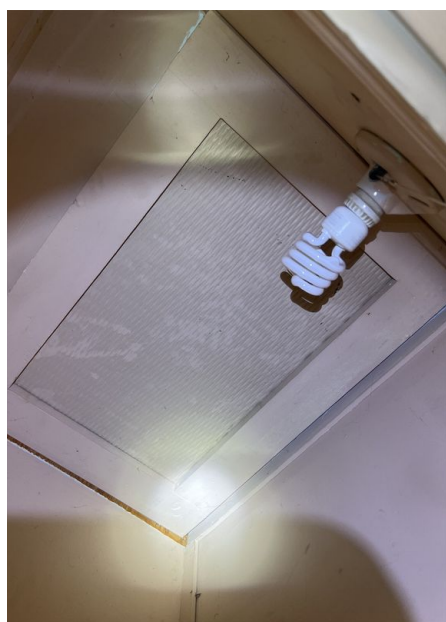
Ceiling hatch

General: Attic Hatch Location

Closet

General: Attic Inspection

Inspection by direct entry



Insulation in Attic: Insulation Type

[[Fiberglass batt included]]The attic floor insulation included fiberglass batts.

Attic Structure & Sheathing: Structure Type

Conventional--The roof structure was built of dimensional lumber using conventional framing methods (rafters and ridge)., 2' x 4' Rafters, spaced 24" on center

Attic Structure & Sheathing: Sheathing Material

Dimensional Lumber, Thickness: 7/8"

Ventilation Condition: Attic Ventilation Info

Your roof ventilation plays an important role in many aspects of day-to-day life in your home. Having the right amount of ventilation in your attic can have a positive effect on the lifespan of your roof system, the comfort and well-being of your family, your future costs for home repairs and how much you pay for heating and cooling.

Effective ventilation in an unfinished attic usually includes intake vents down low along the soffits, and exhaust vents up high at the peak or roof ridge. This allows for a continuous flow of air through the space. Cooler outdoor air gets drawn in through the soffit vents, and warm, humid air that migrates to the highest point exits through the vents along the roof ridge.

Proper ventilation in your attic helps address excess heat and moisture that can otherwise wreak havoc on your home. Heat and moisture buildup in an attic cause predictable but different problems in hot and cold climates; areas with hot summers and cold winters can suffer the effects of both.

Ventilation Condition: Ventilation Device Type

[[Gable vents]]Gable vents were installed to ventilate the attic space. The performance of gable vents can vary with wind direction and opening size. Louvers over the gable vents limit ventilation.

**Insulation in Attic: Approximate Average Depth of Insulation**

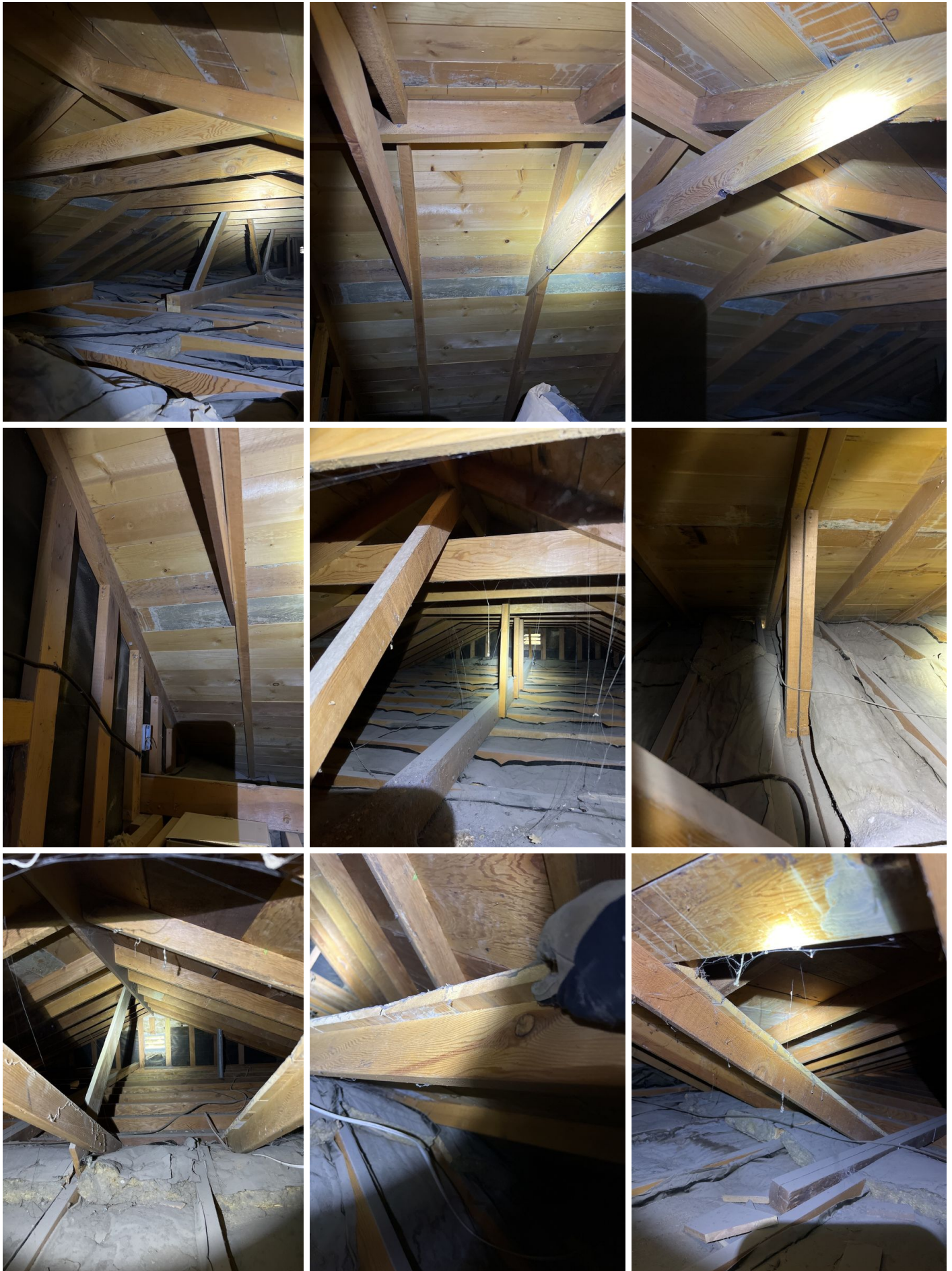
1-3 inches

Determining how much insulation should be installed in a house depends upon where a home is located. The amount of insulation that should be installed at a particular area of a house is dependent upon which climate zone the house is located and the local building codes. The recommended insulation depth in this area is to have a minimum of 10-14 inches of insulation, depending on its type.



Attic Structure & Sheathing: Condition

one or more deficiencies were observed at the attic structural components and are identified in this report





Vents and Exhaust Systems: Exhaust Fan/Flue Type

Gas Appliance Flue, Plumbing vent

Fans and vents were in good condition unless otherwise noted in this report.

Attic Electrical: Attic Electrical Condition

The attic electrical was in good condition unless otherwise noted in this report.

Limitations

Ventilation Condition

ATTIC VENTILATION DISCLAIMER

The Inspector disclaims confirmation of adequate attic ventilation year-round performance, but will comment on the apparent adequacy of the system as experienced by the inspector on the day of the inspection. Attic ventilation is not an exact science and a standard ventilation approach that works well in one type of climate zone may not work well in another. The performance of a standard attic ventilation design system can vary even with different homesite locations and conditions or weather conditions within a single climate zone. The typical approach is to thermally isolate the attic space from the living space by installing some type of thermal insulation on the attic floor. Heat that is radiated into the attic from sunlight shining on the roof is then removed using devices that allow natural air movement to carry hot air to the home exterior. This reduces summer cooling costs and increases comfort levels, and can help prevent roof problems that can develop during the winter such as the forming of ice dams along the roof eaves. Natural air movement is introduced by providing air intake vents low in the attic space and exhaust vents high in the attic space. Thermal buoyancy (the tendency of hot air to rise) causes cool air to flow into the attic to replace hot air flowing out the exhaust vents. Conditions that block ventilation devices, or systems and devices that are poorly designed or installed can reduce the system performance.

Observations

4.2.1 Ventilation Condition

ATTIC VENTING INSUFFICIENT- ASPHALT

UNCOVER THE GABLE VENT TO IMPROVE VENTILATION

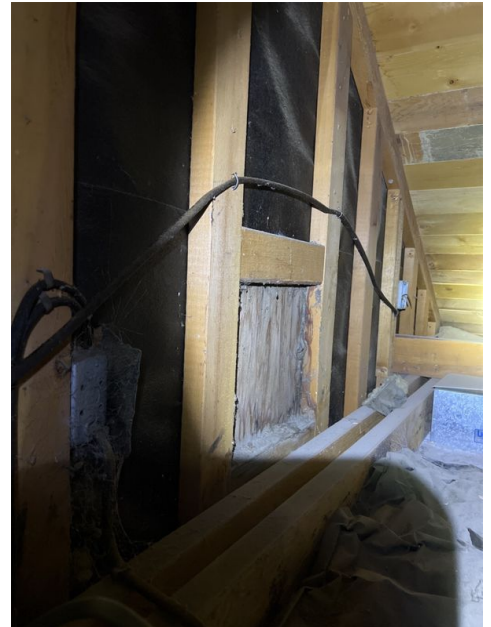


Maintenance Item

Attic venting appeared to be insufficient at the time of the inspection. The approximate rule of thumb is 1.5 sq. ft. of vent area for every 300 sq. feet of attic floor. Louvers on vents reduce the square footage by 25 to 40 percent. This condition will reduce the long-term expected lifespan of asphaltic roof-covering materials like shingles and roll roofing.

Recommendation

Contact a qualified professional.



Closed off vents

4.3.1 Insulation in Attic

ADDITIONAL INSULATION RECOMMENDED



Maintenance Item

IMPROVE: For better energy efficiency and comfort, recommend adding insulation to bring it to a depth of 10-14 inches.

Recommendation

Contact a qualified insulation contractor.

4.3.2 Insulation in Attic

ATTIC HATCH LACKS INSULATION



Maintenance Item

The access to the attic was not insulated. This condition will create a heat/energy loss area. Adding insulation at the attic access is recommended.

Recommendation

Recommended DIY Project

4.3.3 Insulation in Attic

NO INSULATION



Recommendation

NO INSULATION OVER THE SE ROOM

The attic was missing insulation. This condition can result in increased heating and cooling costs, reduced comfort levels and may contribute to ice damming of the roof during winter. The Inspector recommends that insulation be properly distributed to cover all portions of the attic located above the home living space.

Recommendation

Contact a qualified professional.



In back room

4.4.1 Attic Structure & Sheathing

STAINING AT SHEATHING

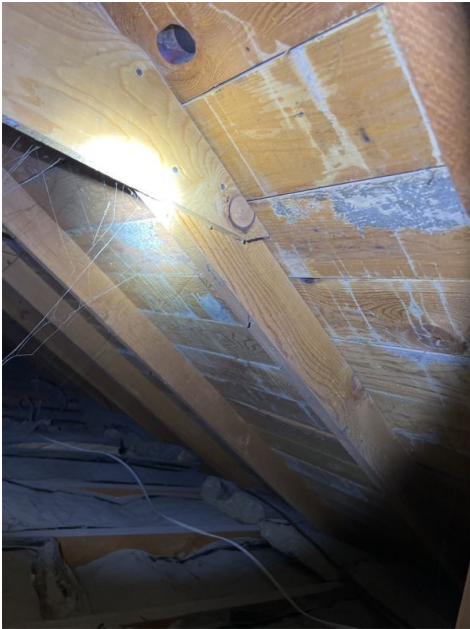
 Maintenance Item

Water stains at the roof sheathing were observed. It is unknown whether this is a current or past condition as there has been no recent precipitation. Recommend checking the sheathing in heavy precipitation and making any repairs as necessary.

Recommendation

Contact a qualified professional.





4.4.2 Attic Structure & Sheathing

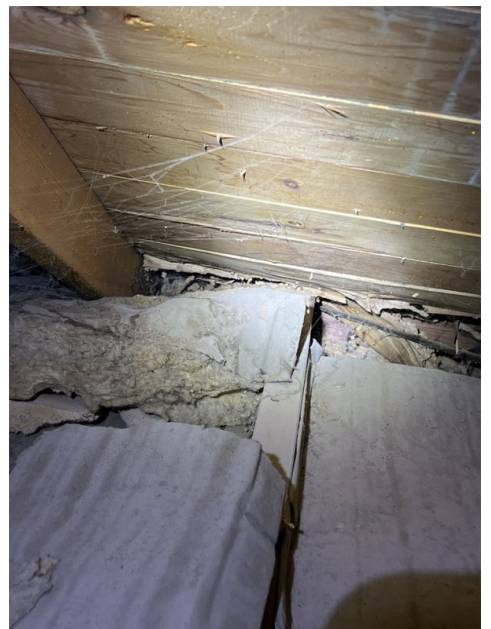
DETERIORATED SHEATHING

 Recommendation

The sheathing was deteriorated at the south side of the main gable. The other side of this area was the low slope of the kitchen roof. There was a repair area on the roof by this and water damage at the ceiling under the area.

Recommendation

Contact a qualified professional.





4.5.1 Vents and Exhaust Systems

CLEARANCE

Type b gas vent or a wood-burning stove vent did not have required gap between it and combustible materials.

Recommendation

Contact a qualified professional.



Recommendation



Water heater vent

4.6.1 Attic Electrical

SPLICES NOT CONTAINED

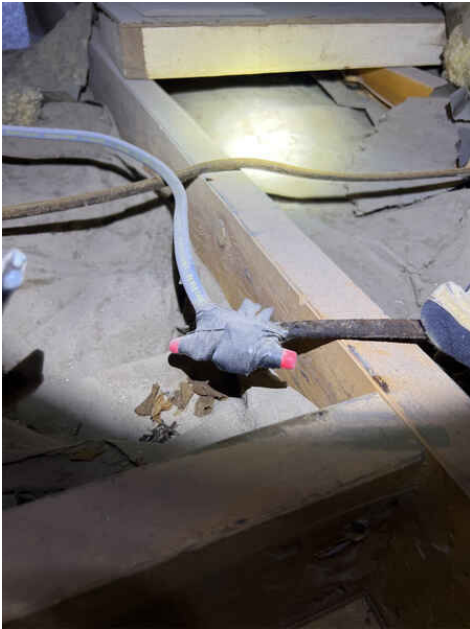
Energized electrical splices not contained within a junction box and exposed to touch were visible in the attic at the time of the inspection. Electrical splices should be contained within an approved junction box with a cover plate installed. This condition is a shock/electrocution and potential fire hazard and should be corrected.

Recommendation

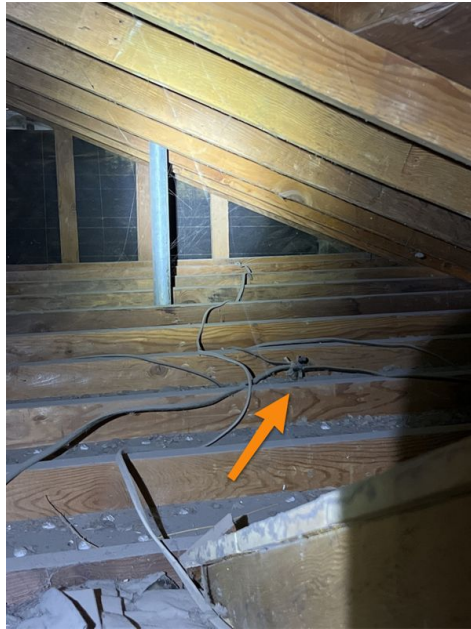
Contact a qualified electrical contractor.



Recommendation



by hatch



Over back room, SE corner

4.6.2 Attic Electrical

IMPROPER TERMINATION

BY ATTIC ACCESS

 Safety Hazard

Energized electrical wires in the attic were improperly terminated. Wires should terminate in an approved enclosure with a listed cover. This condition is a shock/electrocution and potential fire hazard. All such electrical wires should be terminated correctly.

Recommendation

Contact a qualified electrical contractor.



5: INTERIOR

Information

Windows and Doors: Interior

Door Styles

Hollow Core Door(s), Wood

Door(s)

General: Interior inspection

Inspection of the interior typically includes examination of the following components... ROOMS - Wall, floor and ceiling surfaces - Doors, interior, exterior and sliding glass including hardware (condition and proper operation) - Windows (type, condition and proper operation) - Ceiling fans (condition and proper operation) ELECTRICAL - Switches and outlets (condition and proper operation) - Lighting fixtures (condition and proper operation) INTERIOR TRIM - Door casing - Window casing, sashes and sills (condition and proper operation) - Baseboard - Molding (crown, wainscot, chair rail, etc.)

General: Room Photos

One or more photos of most rooms are included in the report. This is to give a sense of overall condition at the time of the inspection and how much, if any, personal belongings are present.



Floors/Walls/Ceilings: Wall and Ceiling Material

Drywall, Ceiling Tiles, Wood Paneling

Minor cracks in the walls and ceilings are very common and are normally the result of long-term settling. Some settling is not uncommon especially in homes over 5 years old. Generally minor cracks are not a structural concern, though can be corrected for aesthetic purposes. More serious cracks or large amounts of cracks will be called out in the report. If any crack grows quickly, recommend you consult with a general contractor.

Floors/Walls/Ceilings: Floor Coverings

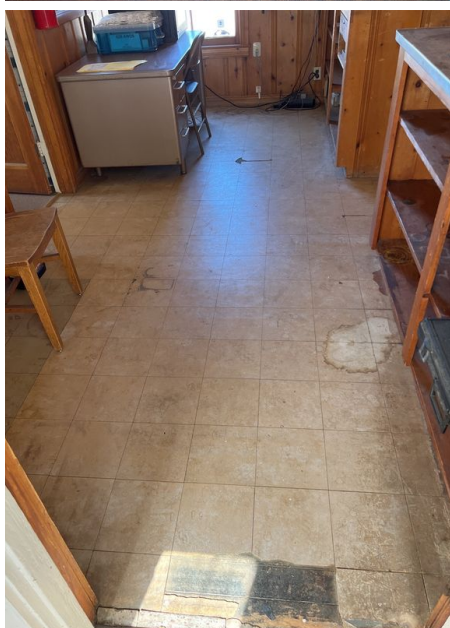
Carpet, Hardwood, Vinyl, Vinyl squares

If there are cosmetic findings such as dirty floor coverings and normal wear and tear, they are not included in this report.

Floors/Walls/Ceilings: Condition

The home was older and had general deterioration and delayed maintenance in areas

Minor settlement cracking in homes is extremely common. Only larger or widespread cracking that is more of a concern is included in this report. Monitor any cracks and consult with a general contractor if they grow quickly.



Floors/Walls/Ceilings: Wall thickness appeared to be approximately:

2x4

The presence of or lack of insulation in the walls is not part of a visual inspection.

Windows and Doors: Window Type

Wood windows, Single Pane, Double-hung

Windows are checked for proper operation and barrier to the exterior elements.

Some homeowner window maintenance tips:

- Undertake a thorough inspection of your windows every season. Check the condition of the window frame and sash.
- Paint may have peeled off in certain areas. If you have weather stripping on your windows, check the condition during the inspection. Make arrangements for replacement if the stripping has worn out.
- Check for any gaps between the window casing and wall. These can be filled with latex caulk.

Windows and Doors: Condition

windows in the home were generally older and may need replacement to improve energy efficiency

Not every window may be tested, particularly if the home is furnished. Generally, if the windows are unobstructed they are tested. Some window coverings can be obstructions. The presence and condition of screens is not usually reported upon.

Lighting: Lights OK

At the time of the inspection, the Inspector observed no deficiencies in the condition and operation of the interior lights.

Lighting: Ceiling fan(s)

Ceiling fans are inspected for sound installation, overall condition and general operation. They are tested for a short period only.



Smoke/CO Detectors: Presence of Smoke and CO detectors

Commercial building—refer to fire marshall for requirements, Not present

There should be a smoke detector in every sleeping room, outside of every sleeping room, and on every level of a house. A CO detector is required within the direct vicinity outside every sleeping area and on every level of a home. Smoke and CO detectors are visually identified as installed, yet not tested. Recommend changing the batteries and testing when you take possession of the property. You will want to test them monthly. Detectors older than 10 years should be replaced.

Observations

5.2.1 Floors/Walls/Ceilings



Maintenance Item

POSSIBLE ASBESTOS TILE

Suspected asbestos tiles were visually identified. Damaged tiles are more dangerous as releasing of fibers is more likely. Recommend further evaluation and remediation as needed.



5.2.2 Floors/Walls/Ceilings

DAMAGED - CEILING

 Recommendation

Ceiling coverings were noted damaged in one or more areas at the time of the inspection; likely due to moisture damage. Recommend repair.

Recommendation

Contact a qualified professional.





5.2.3 Floors/Walls/Ceilings

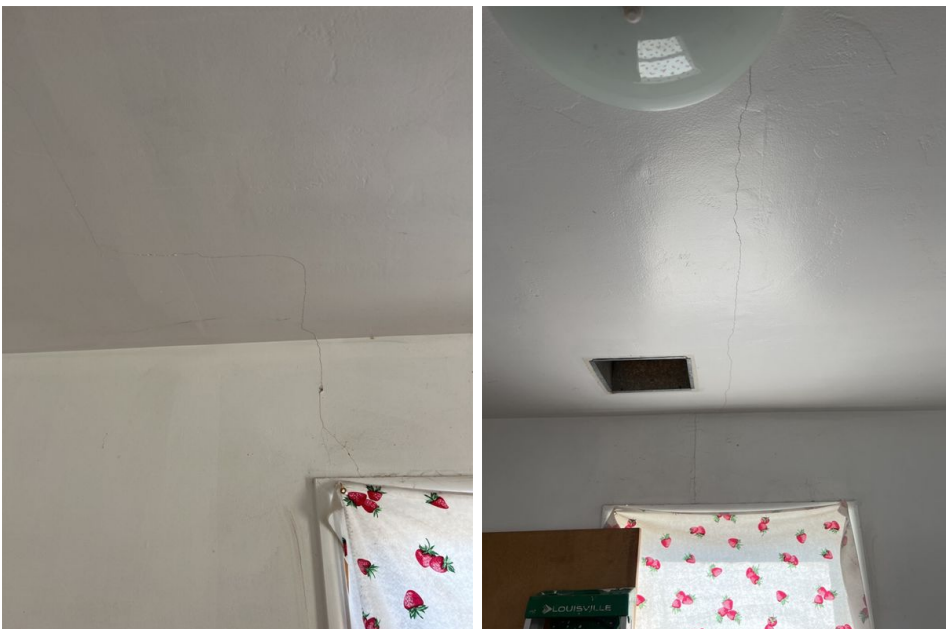
SETTLEMENT CRACKING

 Maintenance Item

Minor settlement cracking noted in one or more areas. Settlement cracking is extremely common and usually not a concern. Monitor for rapid changes and contact a general contractor if cracking grows quickly.

Recommendation

Recommend monitoring.



5.3.1 Windows and Doors

WINDOW(S) NOT TEMPERED GLASS--OLDER HOME

 Maintenance Item

IMPROVEMENT: One or more windows in the home did not have tempered glass. While it was not required at the time of the inspection, modern safety standards require tempered glass in new construction for windows that meet all of the following requirements: 1. Exposed area of an individual pane is greater than 9 sq. ft. 2. The bottom edge is less than 18" above the floor. 3. The top edge of the same piece of glass is 36" or more above the floor. 4. If one or more walking surfaces are within 36" horizontally of the glazing. If there are double pane windows, at least one of the panes is required to be tempered. Tempered glass may not have been required at this window when the home was originally built, and homes are not required to be updated to comply with newly enacted safety standards. For safety reasons, consider having tempered glass installed in the home wherever necessary to comply with modern safety standards. See photo(s) for details.

Recommendation

Contact a qualified professional.



5.3.2 Windows and Doors

CRACKED GLASS

 Recommendation

A window in the home had cracked or broken glass at the time of the inspection. See photo(s).
Recommend repair

Recommendation

Contact a qualified professional.



East window



West side of the building

5.3.3 Windows and Doors

 Recommendation

OLD WOOD WINDOWS

WINDOWS WERE NOT OPERATED

This home featured double-hung old wood single pane windows. These are original to the home. A common occurrence with these windows is that the top sash sinks and is difficult or in some cases impossible to close, creating an air gap at the top of the window. Sometimes latches are broken which keeps the gap open. Other deficiencies include cord balances that are worn or inoperable, or window glazing that is deteriorated or missing. See photo(s) for details.

Recommendation

Contact a qualified window repair/installation contractor.





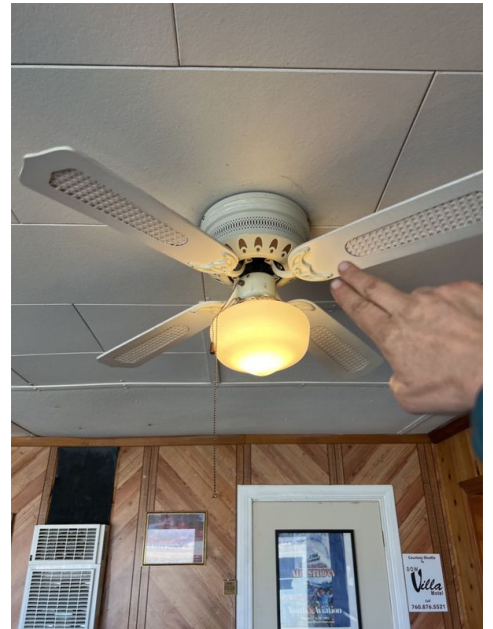
5.4.1 Lighting

CEILING FAN WOBBLED

A ceiling fan in the home wobbled during operation and appeared to be out of balance. This condition may eventually cause the fan to come loose from its mounting device and fall. The inspector recommends correction.

Recommendation

Contact a qualified professional.



6: BATHROOM(S)

Information

Bathroom Toilets: Low Flow Toilet(s) observed

One or more low flow toilet(s) were observed in the bathroom(s).



Bathrooms: Bathroom Components

Aside from the plumbing fixtures inspection of bathrooms include ventilation, heating, and cabinetry.



Bathroom Toilets: Toilets Inspected

Toilets are flushed, observed for leakage and tested for secure footings.

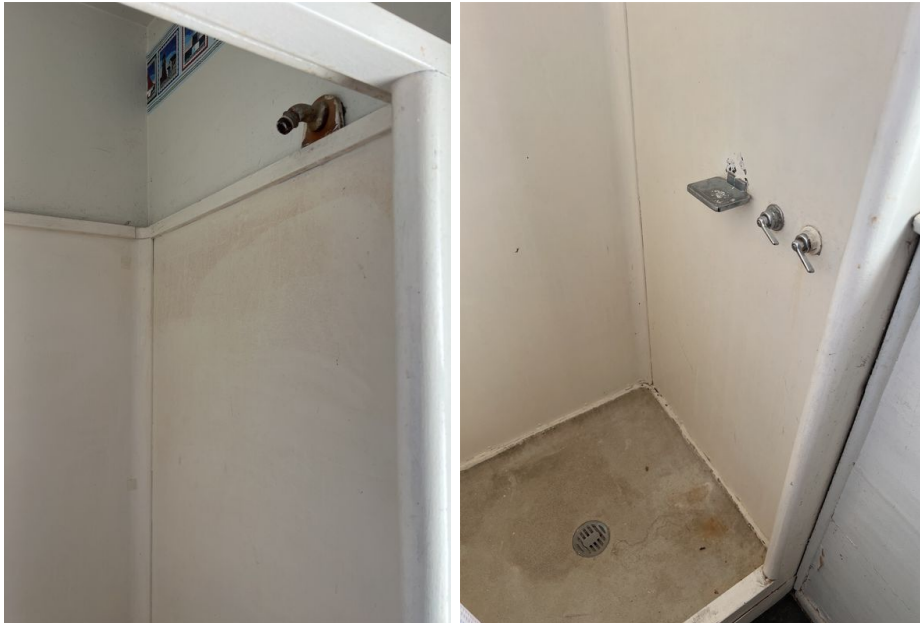
Shower, Tubs & Sinks: Functional flow/drainage

Unless otherwise noted, the tub/shower and sink(s) had functional flow and functional drainage at the time of the inspection. Homeowner responsibility: Water intrusion from bathtubs and shower enclosures is a common cause of damage behind walls, subfloors, and ceilings below bathrooms. As such, periodic re-caulking and grouting of tub and shower areas is an ongoing maintenance task that should not be neglected. Areas that should be examined periodically are vertical corners, horizontal corners/grout lines between walls and tubs/shower pans, and at walls near floor areas. Also, the underside of shower curbs, the tub lip, tub spouts, faucet trim plates, and any other areas mentioned in this report.



Shower faucet not operated or inspected





Observations

6.1.1 Bathrooms

 Maintenance Item

WINDOW ONLY, NO EXHAUST FAN

SOUTH BATHROOM

IMPROVEMENT: Although the bathroom(s) had a window, no exhaust fan was installed to exhaust moist air or the fan present only recirculated air and did not exhaust to the exterior. This condition is likely to result in excessively high humidity levels during the winter when low outside temperatures make ventilation with an open window uncomfortable. Elevated moisture levels may cause a number of problems, such as deterioration of materials and shower wall tile detachment. High humidity can also encourage the growth of microbes such as mold fungi. While it may not have been required at the time this home was constructed, current standards require bathrooms to have mechanical ventilation to the exterior. Recommend installation of an exhaust fan in this bathroom to exhaust moist air to the home exterior.

Recommendation

Contact a qualified professional.

6.1.2 Bathrooms

 Recommendation

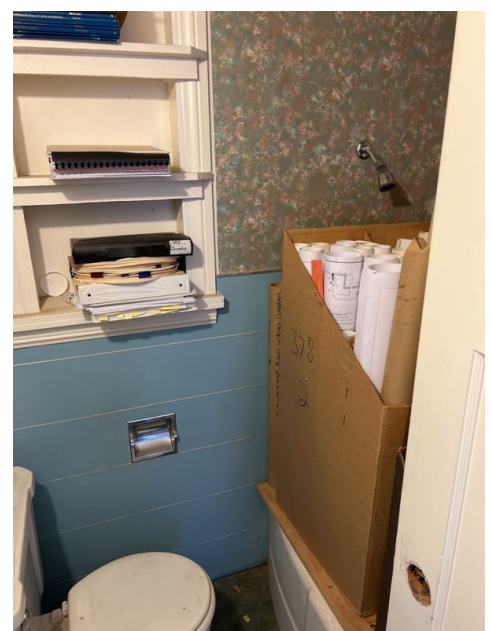
NO VENTILATION

WEST BATHROOM

IMPROVEMENT: No room ventilation was provided for the bathroom at the time of the inspection. To avoid poor conditions resulting from excessively moist air, The Inspector recommends installation of an exhaust fan.

Recommendation

Contact a qualified professional.



Fan needed if this shower is going to be put back in use.

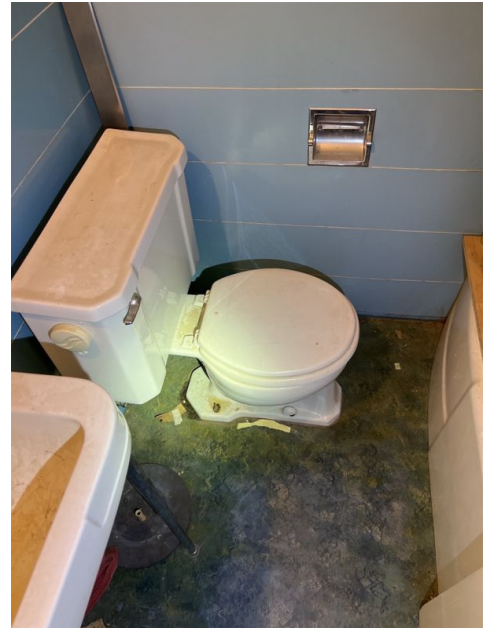
6.2.1 Bathroom Toilets

NOT LOW-FLOW

One or more bathrooms did not have a low-flow toilet installed.

Recommendation

Contact a qualified professional.



6.2.2 Bathroom Toilets

LOOSE

One or more toilets were loose at the floor. Recommend correction which should include an evaluation of the wax ring at this toilet.

Recommendation

Contact a handyman or DIY project



6.2.3 Bathroom Toilets

WATER SUPPLY SHUT OFF

Water supply to the toilet in the bathroom was shut off at the time of the inspection. You should ask the seller about the reason for this and test the toilet operation after its water supply has been restored.

Recommendation

Contact a qualified professional.





6.3.1 Shower, Tubs & Sinks

STOPPER INOPERABLE

The sink or tub in one or more bathroom(s) had an inoperable stopper. See photo(s) for location.

Recommendation

Contact a qualified professional.



Maintenance Item



6.3.2 Shower, Tubs & Sinks

FAUCET LEAKS ALL THE TIME

The tub or sink faucet leaked/dripped when the fixture was not in use. Faucets may require new washers or replacement.

Recommendation

Contact a qualified professional.



Recommendation



6.3.3 Shower, Tubs & Sinks

WATER OFF

THE SHOWER PAN WAS NOT INSPECTED FOR POTENTIAL LEAKAGE

Recommend asking homeowner why water is turned off in area noted.

Recommendation

Recommended DIY Project



Water was off for the shower

6.3.4 Shower, Tubs & Sinks

LEAKING TRAP CONNECTIONS

BLUE BATHROOM

Leaking connections at the trap assembly beneath a sink, shower or tub should be repaired to avoid future/additional damage to the cabinet floor and possibly the wall/floor structures below.

Recommendation

Contact a qualified professional.





6.3.5 Shower, Tubs & Sinks

SHOWERHEAD MISSING

The showerhead was missing. Recommend correction

Recommendation

Contact a qualified professional.



Maintenance Item



7: KITCHEN

Information

Range/Oven/Cooktop: Fuel or power

Electric range



Countertops & Cabinets: Inspected Cabinets & Countertops

A representative number of cabinets and countertop surfaces were observed. Normal wear and tear is not commented upon. Any deficiencies will be noted in this report.



Kitchen Sink: Kitchen Sink

The kitchen was observed for proper functioning.



Exhaust Fan: Exhaust Hood Type

None

The range hood is tested for proper operation. The volume and adequacy of air moved is not evaluated.

Limitations

Garbage Disposal

NOT PRESENT

There was not a garbage disposal present in this home

Dishwasher

DISHWASHER WAS NOT PRESENT

Not present

Range/Oven/Cooktop

NO POWER

THE RANGE WAS NOT PLUGGED IN

No power to stove unable to test condition.



Refrigerator

NOT PRESENT

Refrigerator not present at time of inspection.

Observations

7.1.1 Countertops & Cabinets

MISSING DOOR OR DRAWER

One or more doors or drawers were missing. See photos for details.

Recommendation

Contact a qualified professional.

 Maintenance Item



7.2.1 Kitchen Sink

IMPROPER TRAP UNDER SINK

 Recommendation

A trap beneath the sink was of a design not approved for this purpose. Traps are designed to prevent toxic sewer gas from entering the living space, and the design of this trap can allow water to be siphoned out of the trap, allowing gases to pass through. Recommend correction which may include an air admittance valve with a P-trap.



7.2.2 Kitchen Sink

FAUCET LEAKS WHEN WATER WAS RUNNING



Recommendation

The faucet was leaking at the base when the water was run. Recommend repair or replacement.

Recommendation

Contact a qualified professional.



It was leaking under the sink

8: LAUNDRY (ROOM)

Information

Not present: Not present

A laundry room and
washer/dryer connections were
no present

9: HEATING/ COOLING

Information

General: Energy Source

Propane

General: Heat Type

Gas (propane) wall heater

General: Cooling Type

Evaporative Cooler

Evaporative Cooler: Evaporative Cooler Location

window-mounted

Evaporative Cooler: Manufactured in

Unknown

General: Homeowner's Responsibility

Most HVAC systems in houses are relatively simple in design and operation. The adequacy of the cooling is often quite subjective and depends upon occupant perceptions that are affected by the distribution of air, the location of return-air vents, air velocity, the sound of the system in operation, and similar characteristics. It's smart to get the HVAC system inspected and serviced every year. And if you're system has an air filter, be sure to keep that filter cleaned.

Evaporative Cooler: Evaporative Cooler Condition Covered/winterized



Evaporative Cooler: Vents

Vents were located throughout the home to provide an outlet for the pressurized air created from the swamp cooler. In addition, vents were added at all the bedroom doors to provide air flow when doors are closed.



Gas-burning Heater(s): Wall Mounted Gas Heater(s)

The home was equipped with one or more gas-fired heating units.



Limitations

General

INSPECTION LIMITATIONS

The inspection of the heating/cooling system was a visual inspection using only the normal operating controls for the system. Home inspectors are not HVAC professionals and the inspection of the system is general and not technically exhaustive. A detailed evaluation of the interior components of the heating/cooling system is beyond the scope of a home inspection. Feel free to hire an HVAC professional to perform his own evaluation prior to closing. Annual inspections and servicing are generally recommended. As such, some components, if present, are not included in the inspection such as a humidifier, or an electronic air filter, nor does it include an evaluation of the heating supply adequacy or distribution balance. Note: Consider having the indoor air quality tested and the ductwork or baseboards cleaned as a prudent investment in environmental hygiene, especially if any family member suffers from allergies or asthma. This inspection is not a guarantee or warranty of the system. I do not accept responsibility for any problems that may occur with this system in the future. Please consult the seller's disclosure for information on any past problems. Only the present owner of the property will have accurate knowledge of the system, including its past performance and age. It is recommended that any recommendations I make for service, correction or repair be addressed by you prior to closing or purchasing the property because an HVAC professional may discover defects or recommend further repairs that could affect your decision about the purchase of the property.

Observations

9.2.1 Evaporative Cooler



Maintenance Item

PAD REPLACEMENT

The evaporative pads appeared to be old and need replacement. They are mineralized from deposits in the water and this cuts down on efficiency. In some cases it can also improperly route the water.

Recommendation

Contact a handyman or DIY project



9.2.2 Evaporative Cooler



Maintenance Item

WINTERIZED

The evaporative cooler was winterized. No water was connected and it was not operated. Evaporative coolers must be commissioned after being winterized, meaning a water source must be connected and maintenance must be performed. The Inspector recommends evaluation and any necessary maintenance be performed upon commissioning.

Recommendation

Contact a handyman or DIY project

10: ELECTRICAL

Information

**Service Entrance
Conductors/Electric Meter and
Base: Meter at building exterior**



**Main Service Panel/Branch
Wiring, Etc: Panel Type and
Manufacturer**

Circuit Breaker

**Main Service Panel/Branch
Wiring, Etc: Panel Capacity**

Unknown

Determined by the limit of the
main disconnect.

**Main Service Panel/Branch
Wiring, Etc: Main Disconnect**

There is no main disconnect

**Distribution Wiring: Branch Wire
15/20 AMP**

Copper

**Distribution Wiring: Wiring
Method**

Non-metallic Sheathed Cable,
Cloth coated--this is older wiring
without a ground

GFCIs and AFCIs: AFCI located at:
Not present

Subpanels: Panel Capacity
Unknown

Subpanels: Panel Type
Circuit Breaker

Service Entrance Conductors/Electric Meter and Base: Electrical Service Drop and Conductors**Overhead**

Inspection of the service drop includes observation of the service conductors, splice, drip loop, and attachment to the home.

**Service Entrance Conductors/Electric Meter and Base: Electric Meter & Base**

The electrical electric meter and base were inspected, the meter was at the main panel and no deficiencies were observed.

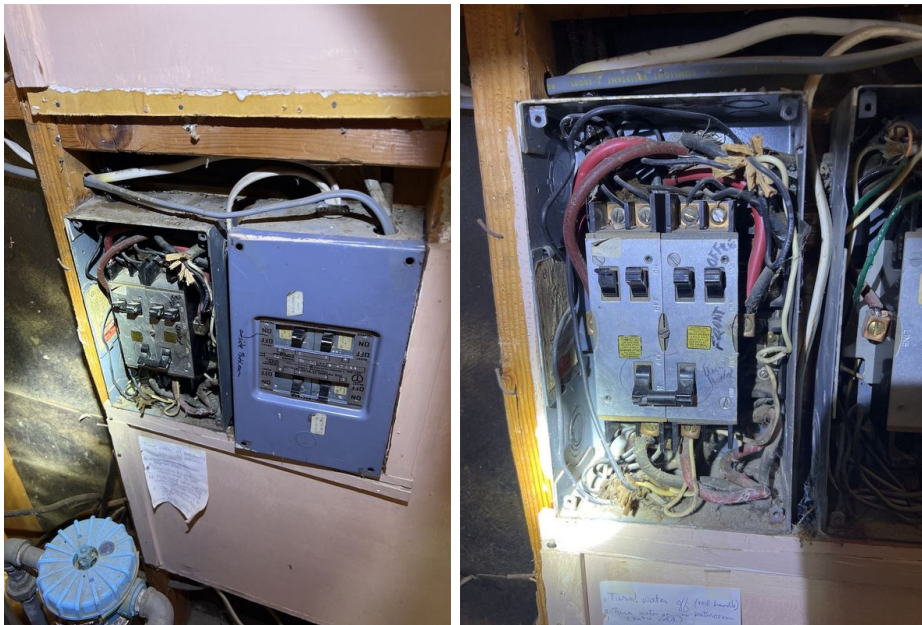
Main Service Panel/Branch Wiring, Etc: Panel Equipment Inspection

The left panel in the West closet

Inspection of the main service panel typically includes examination of the following

- panel interior and exterior condition
- main disconnect amperage rating and condition
- main conductor amperage rating
- branch conductor types, amperages rating and condition
- wiring visible materials, types, condition, and connection
- circuit breaker types, amperage ratings and condition
- label information present
- service and equipment grounding
- bonding of service equipment

Any deficiencies observed will be noted in this report.



Service Grounding & Bonding: Inspected the Service Grounding & Bonding

The GEC was not observed, likely grounded to a water pipe which is no longer standard.

Inspection of the panel typically includes observing the condition of the visible equipment grounding systems or the neutral/ground systems. Unless otherwise noted below, the condition of the ground and bonding was in good condition.



Switches, Fixtures, Receptacles, Ceiling Fans: Inspected a Switches, Fixtures & Receptacles

I inspected a representative number of switches, lighting fixtures and receptacles. All operable unless noted in this report.

Switches, Fixtures, Receptacles, Ceiling Fans: Ungrounded System - Partial 2 Prong

other three-prong outlets have an open ground, which is typical when used with wiring without a ground

This home had one or more two-prong outlets. This does not have a ground. Grounding systems are installed to provide a pathway to the earth for high voltage from lighting strikes and electrical surges, accidental contact with higher voltage lines, and to help stabilize the electrical system voltage to earth during normal operation. The grounding system also helps to clear electrical fault current should metal components (like electrical panels and conduit) accidentally become energized. This condition may have complied with the safety standards in effect when the home was built, but as electrical knowledge has improved over the years, standards have changed. Homes are not required to be constantly updated to comply with newly-enacted standards. To help avoid electric shock/electrocution hazards, you can install ground fault circuit interrupter (GFCI) protection to the home's outlets.



GFCIs and AFCIs: GFCIs

GFCI (Ground Fault Circuit Interrupter) is an electrical safety device that cuts power to the individual outlet and/or entire circuit when as little as .005 amps is detected leaking--this is faster than a person's nervous system can react. This protection is from electrical shock.

Ground-fault circuit interrupter receptacles and circuit breakers are observed and tested using the GFCI test button, where possible. In some cases a GFCI tester is used.

GFCIs and AFCIs: GFCI located at

Not present

Kitchens, bathrooms, laundry rooms, unfinished basements, garages, and exterior circuits are now required to be GFCI protected.

GFCIs and AFCIs: AFCIs

AFCI (arc-fault circuit interrupter) is an electrical safety device that helps protect against fires by detecting arc faults. An arc (or sparking) fault is an electrical problem that occurs when electricity moves from one conductor across an insulator to another conductor. This generates heat that can ignite nearby combustible material, starting a fire. Arc faults are a main cause of residential fires in the US.

AFCI protection is most commonly observed at a breaker and the breaker is tested using the test button. If occupants are present the breaker is not tested as it can interrupt computer equipment if the occupant is using one.

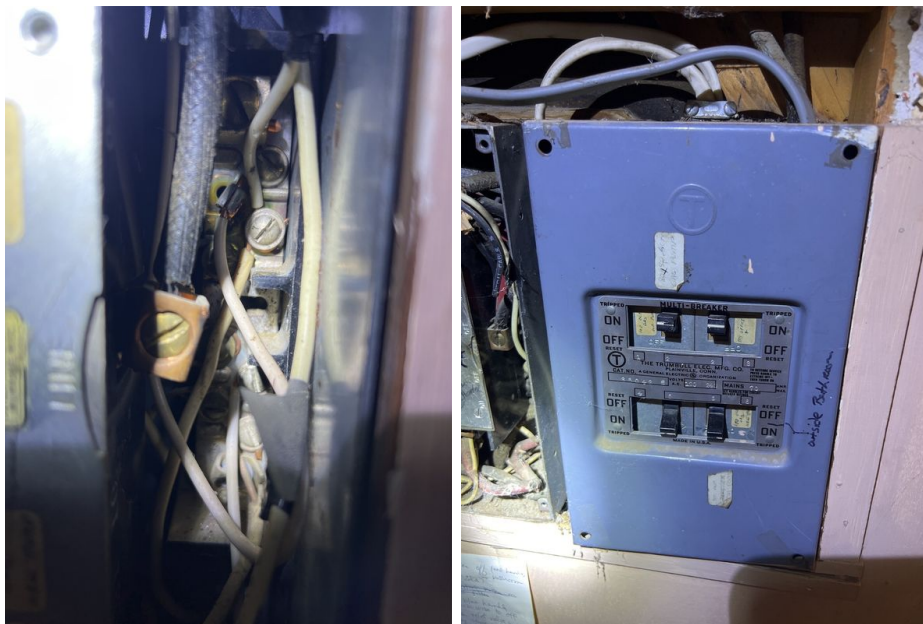
Subpanels: Subpanel Inspection

Inspection of sub-panels typically includes examination of the following;

- panel interior and exterior condition
- panel amperage rating
- main disconnect amperage rating and condition
- feeder amperage ratings
- branch conductor types, amperage rating and condition
- wiring types, condition and connections
- overcurrent device type, amperage ratings and condition
- label information present
- bonding conditions

Any findings are included in this report.





Observations

10.1.1 Service Entrance Conductors/Electric Meter and Base

 Maintenance Item

CLEARANCE FROM TREES- MONITOR

The overhead service-drop conductors were routed near tree branches. Although this did not appear to be a problem at the time of the inspection, as tree branches grow they may begin to contact and abrade the service conductors during windy periods. You should monitor this area in the future and arrange to have tree branches cut back as necessary.

Recommendation

Contact a qualified professional.



10.2.1 Main Service Panel/Branch Wiring, Etc

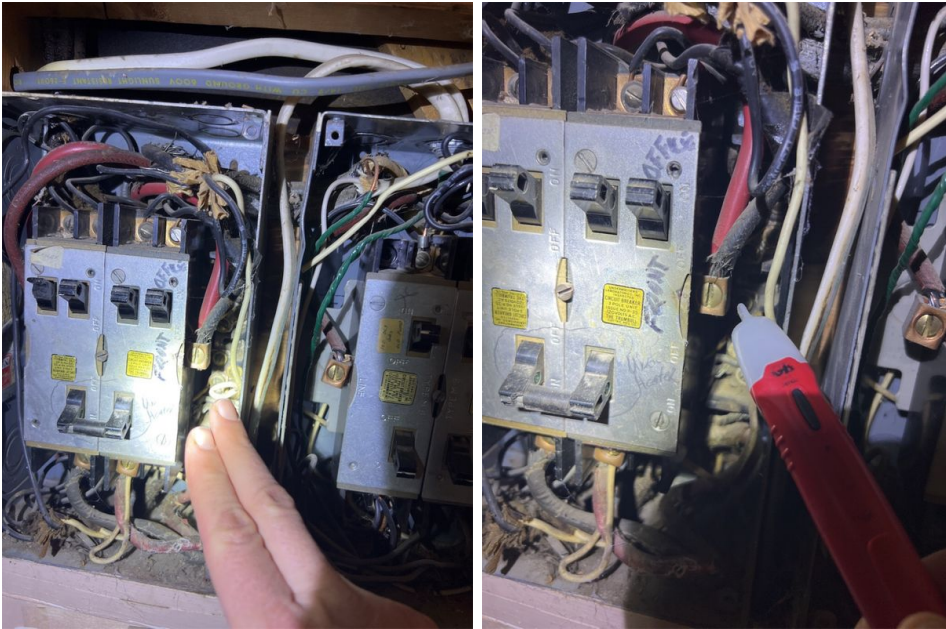
 Safety Hazard

LINE SIDE TAP

The subpanel conductors were tapped into the service entrance conductors on the line side of the main panel. Appliances and devices on the circuit supplied by these branch conductors are not protected by an over-current device and represent a shock, electrocution and fire hazard. This improper condition should be corrected immediately by a qualified electrical contractor.

Recommendation

Contact a qualified electrical contractor.



The subpanel next door had a line side tap

10.2.2 Main Service Panel/Branch Wiring, Etc



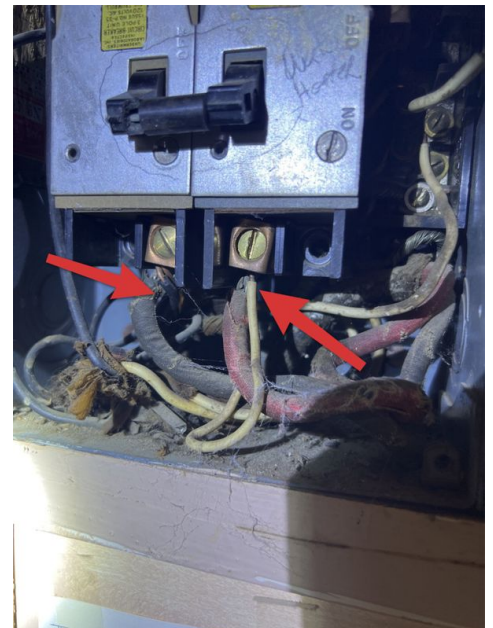
Safety Hazard

UNDERSIZED CONDUCTOR

A branch conductor was connected to a circuit breaker for which the wire size was insufficient. This can be a fire hazard. Recommend review and correction by an electrical contractor which will include review of the circuit for proper breaker and conductor size and review all conductor sizing while there.

Recommendation

Contact a qualified electrical contractor.



12awg double tapped into a 50A breaker

10.2.3 Main Service Panel/Branch Wiring, Etc



Recommendation

DEADFRONT COVER MISSING

The deadfront cover was missing at this panel. This is a safety hazard as it leaves dangerous electrical components exposed to the touch. Recommend correction.

Recommendation

Contact a qualified professional.



10.2.4 Main Service Panel/Branch Wiring, Etc

NO MAIN DISCONNECT

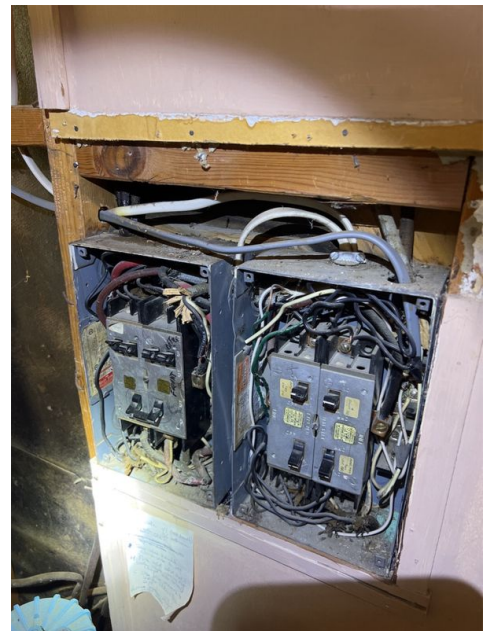
The main electrical panel had no single service disconnect. Shutting off the power to all the home's circuits required shutting off more than 6 switches or circuit breakers. This is improper. Modern, generally accepted safety standards require the ability to shut off power to all circuits. The Inspector recommends that you consult with a qualified electrical contractor to discuss options and costs for correction.

Recommendation

Contact a qualified professional.



Recommendation



Because of the line side tap there were more than 6 movements of the hand to shut off all power

10.4.1 Distribution Wiring

IMPROPER TERMINATION-- ENERGIZED CONDUCTORS

BY WATER HEATER

Energized conductors in the home were improperly terminated. This is a safety hazard. Recommend all terminated wiring be terminated in an approved junction box.

Recommendation

Contact a qualified professional.



Recommendation



10.6.1 GFCIs and AFCIs

**AFCI PROTECTION NOT PRESENT**

IMPROVE: No arc-fault circuit interrupter (AFCI) protection was installed to protect electrical circuits in living spaces. Although AFCI protection was not required at the time the home was originally constructed--and it is extremely common finding to not have any AFCI--as general knowledge of safe building practices have changed to reflect current understanding. Updating the existing living space electrical to provide AFCI protection is a relatively inexpensive safety precaution you can add to your home. This can be done by adding AFCI breakers for outlets and fixtures in all living spaces.

Recommendation

Contact a qualified electrical contractor.

10.6.2 GFCIs and AFCIs

GFCI PROTECTION NOT INSTALLED IN ONE OR MORE PLACES

Safety One or more areas inside home did not have ground fault circuit interrupter (GFCI) for electrical receptacles located within 6 feet of a plumbing fixture; potential shock or electrocution hazard. Though possibly not required at the time of original construction Inspector highly recommends correction by installing GFCI protection. See comments in photo(s) for locations.

Recommendation

Contact a qualified electrical contractor.



10.7.1 Subpanels

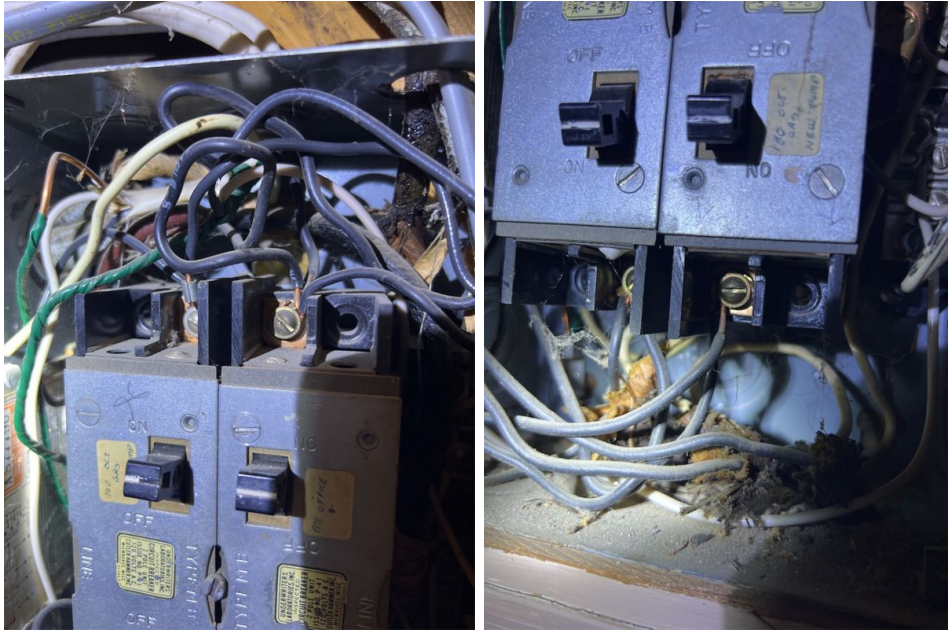
BREAKER DOUBLE TAPPED

ALL BREAKERS AT THE INTERIOR SUBPANEL

Safety Breaker was double tapped which means two different circuits are connected to one breaker which could cause the conductors to loosen leading to overheating or arcing. Recommend correction by either doing a 'pig tail' connection of the conductors before breaker or installing a tandem breaker.

Recommendation

Contact a qualified professional.



11: PLUMBING

Information

Hot Water System: Water Heater Type

[[Gas fired]]This water heater was gas-fired. Gas water heaters heat water using a gas burner located in a chamber beneath the water tank. The gas control mechanism contains safety features designed to prevent gas from leaking into the living space if the burner should fail for some reason. Gas-fired water heaters must be properly installed so that the gas fuel is safely delivered to the water heater and so that the water heater safely exhausts the products of combustion to the home exterior. Gas-fired water heaters can be expected to last the length of the stated warranty and after its expiration may fail at any time.

Hot Water System: Manufacturer

Bradford White

Hot Water System: Tank Capacity

50

Hot Water System: Combustion Air Supply

Louvered doors

Water Supply, Distribution Systems: Water Supply Source

[[Public]]The home water was supplied from a public source.

Drain, Waste, & Vent Systems: Waste System

[[Public sewer system]]The home was connected to the public sewage system. A main sewer pipe in the street that served the community was gravity fed from the home sewer system through a main sewer pipe.

Hot Water System: Date of Manufacture

Early 90s

Life expectancy of a water heater is between 8-15 years, tankless water heaters are 15-20 years.

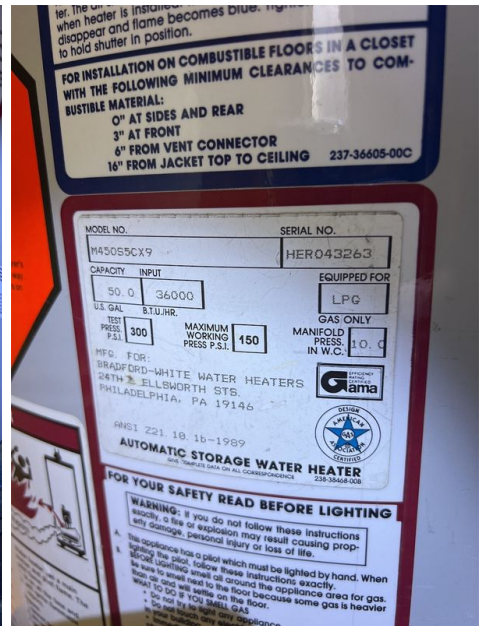
Hot Water System: Water Heater Inspection

Inspection of the water heater includes:

- Proper seismic strapping
- Exterior condition
- Condition of pipe connections
- water heater data plate information
- Water heater shutoffs (not operated)
- Vents and Combustion
- Pressure relief valve
- Drip pan

Any deficiencies will be noted in this report.

Good maintenance practices include flushing & servicing your water heater tank annually for optimal performance. Water temperature should be set to at least 120 degrees F to kill microbes and no higher than 130 degrees F to prevent scalding.



Water Supply, Distribution Systems: Water Pressure

The water pressure in the home was functional. This is assessed by running multiple fixtures at the same time.

Water Supply, Distribution Systems: Filter(s)

This filter was leaking and needs replacement

One or more filters for water quality were observed in this home. Filters can include a sediment filter, reverse osmosis, water softener, or another type.

Filter and filtration systems are not tested during the inspection. Recommend qualified plumber further evaluate proper function if needed.



Drain, Waste, & Vent Systems: Description of DWV

Cast iron, Galvanized Steel

Visible drain, waste or vent piping included one or more of the materials listed.

Drain, Waste, & Vent Systems: Drain, Waste and Vent Piping (DWV) Condition

The DWV piping was in good condition at the time of the inspection

The visible drain, waste and vent piping is inspected for leakage, proper installation, and damage.



Drain, Waste, & Vent Systems: Cast Iron Drain Piping

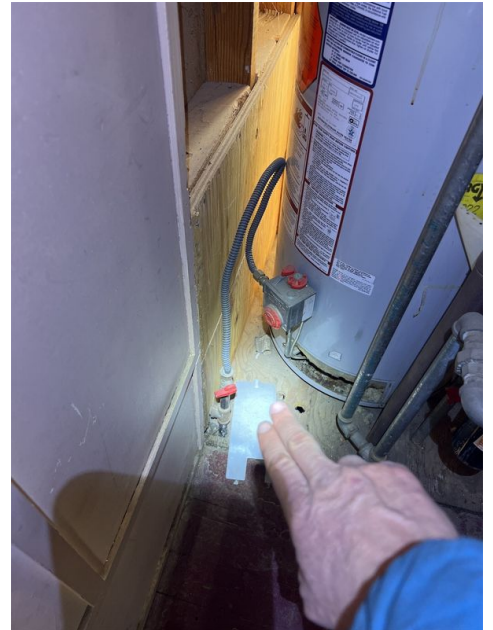
Cast iron drainage piping was present in one or more places at the home. This is a visual inspection only and does not include piping under a slab (if present) or from the home to the street. Because cast iron is older piping and you may want to have it inspected with a sewer scope camera to have the condition from the home to the street inspected. This is a separate inspection performed by a plumbing contractor.

Limitations

Hot Water System

WATER HEATER NOT TESTED - SHUT OFF

Hot water heater was shut off at the time of the inspection. Inspector unable to test for proper function. It older unit recommend qualified plumber test water heater for proper function.



Observations

11.1.1 Hot Water System

CORROSION

Corrosion was visible at the water pipe connections to the water heater. Although it was dry at the time of the inspection, this can lead to leakages and repair is recommended.

Recommendation

Contact a qualified plumbing contractor.

 Maintenance Item



11.1.2 Hot Water System

DRAFT DIVERTER IMPROPER ALIGNMENT

 Recommendation

The draft diverter of this gas-fired water heater had been displaced, or was improperly aligned, and will not properly vent the invisible, toxic products of combustion out the vent. The Inspector recommends correction by a qualified HVAC or plumbing contractor or other qualified individual.

Recommendation

Contact a qualified professional.



11.1.3 Hot Water System

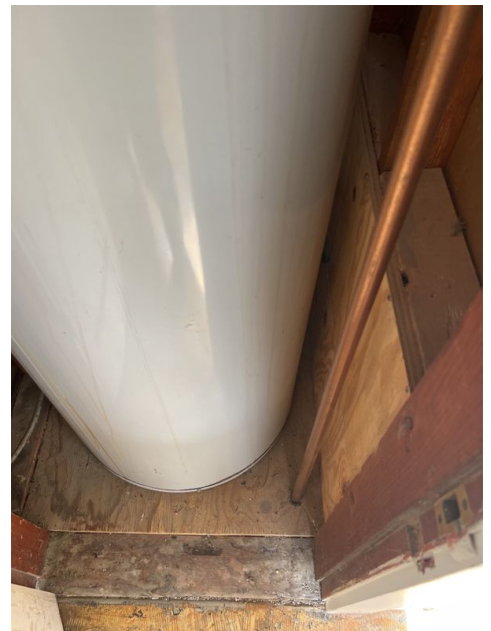
TPR DISCHARGE PIPE AT THE INTERIOR

 Recommendation

The temperature/pressure relief (TPR) valve had a discharge pipe that was not discharging to the exterior or through an air gap. This is a very common finding.

Recommendation

Contact a qualified plumbing contractor.



11.1.4 Hot Water System

NO SEISMIC STRAPPING

 Recommendation

The water heater was not seismically secured. Because the home is located in an area subject to seismic activity, modern safety standards require water heaters in this building jurisdiction to be secured with two straps. Click here for [Some guidelines for water heater strapping](#).

Recommendation

Contact a qualified professional.



11.1.5 Hot Water System

OLD UNIT, GAS NOT ON

The unit was older, and the gas was not turned on to verify operation. Recommend turning on gas supply and pilot to determine if it is operable.

Recommendation

Contact a qualified professional.

11.2.1 Water Supply, Distribution Systems

GALVANIZED

Water supply pipes in the home included half-inch galvanized steel. These pipes are old, and are a material no longer installed for this purpose due to bore shrinkage from accumulation of interior corrosion that over time reduces water flow. These pipes have an expected life of 40-50 years, but can last much longer under some conditions. Water flow at the time of the inspection was normal, but recommend monitoring for future reduction of flow or any leakage.

Recommendation

Contact a qualified professional.



11.3.1 Drain, Waste, & Vent Systems

CORRODED/RUSTY CAST IRON

THERE WAS SIGNS OF LEAKAGE AROUND THE REAR SHOWER WASTE PIPING. THE SHOWER WAS NOT IN USE AND IT MAY STILL BE LEAKING.

Corroded and/or rusty cast iron discharge lines could be leaking or can leak in the near future causing discharge of waste into area below. Recommend further evaluation and replacement if needed.

Recommendation

Contact a qualified plumbing contractor.



12: CRAWLSPACE OR BASEMENT, FOUNDATION & STRUCTURE

Information

Foundation Type

Crawlspace

Crawlspaces: Foundation Wall Type

Poured concrete

Crawlspaces: Floor Structure Description

Floor joists resting on beams in beam pockets at the foundation walls and pier supports

Crawlspaces: Homeowner's Responsibility

One of the most common problems in a house with a crawlspace is water intrusion, condensation, and excessively high humidity levels. You should monitor the walls and floors for signs of water penetration, such as dampness, water stains, efflorescence, and rust on exposed metal parts. Water may come through the walls or cracks in the floor, or from backed-up floor drains, leaky plumbing lines, or a clogged air-conditioner condensate line.

Crawlspaces: Access

Crawlspace access was observed at one or more locations at the home. The crawlspace access on the West side needs reinforcement. There was a large gap under that access which can allow small animals to enter.



Crawlspaces: Crawlspace Ventilation

The total net free area for ventilation should be 1 square foot for every 300 square feet of underfloor area. Venting louvers and screens account for approximately 25%-40% ventilation loss of the surface area. Fans made for this purpose also exist, and can vent your crawlspace based on humidity levels.

Crawlspaces: Foundation bolting observed

Foundation bolting was observed at the foundation wall. This helps secure the home from movement during seismic events.



Crawlspaces: Under-Floor Crawlspace Observations

Inspection of the crawlspace typically includes visual examination of the following: • Excavation • Foundation • Floor • Framing • Plumbing • Electrical • HVAC • Insulation • Pest (general evidence) • General condition Home inspectors inspect all accessible areas, looking for any evidence of structural material defects. We look for cracks, but those that are less than 1/4-inch and do not exhibit any vertical or horizontal displacement are generally not regarded as being material structural defects. We also look for signs of water penetration through the foundation, but please consult the seller's disclosure for any history of water intrusion. Any observations of deficiencies in the crawlspace will be included in this report.



most of the wiring is running under the home



foundation wall



The foundation wall depth is typical of the era though not as deep as modern homes



There was a crack observed at the SE corner of the foundation wall, viewed from the crawlspace there was no displacement and this crack is not a concern. Keep an eye on the crack at the exterior and consult a contractor if it grows rapidly

Observations

12.1.1 Crawlspaces

IMPROPER ELECTRICAL WIRING IN CRAWLSPACE



Recommendation

Electrical wiring in the crawlspace was improperly terminated outside a junction box. There was also electrical splicing outside a junction box. This can be a fire hazard. Recommend correction.

Recommendation

Contact a qualified professional.



12.1.2 Crawlspace

IMPROPER PIER SUPPORTS

 Maintenance Item

The foundation wall had been slightly altered at the gap between the two crawlspace areas of the home and a piece of dimensional wood was used to support the floor structure. Recommend changing this out to a proper pier support and base.

Recommendation

Contact a qualified professional.



12.1.3 Crawlspace

PEST--RODENT WASTE

 Maintenance Item

Rodent waste was observed. You may want to close off any possible entry areas and contact a pest control company to help mitigate rodent activity. Please do not use poison--it kills the local wildlife whose diet includes rodents.

Recommendation

Contact a qualified professional.



12.1.4 Crawlspace

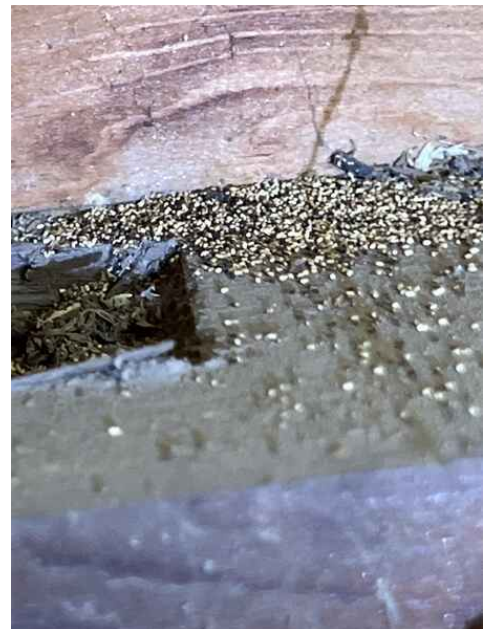
 Maintenance Item

POSSIBLE SIGNS OF WOOD DESTROYING INSECT ACTIVITY

There were possible signs of pest activity in the crawlspace. Recommend pest inspection for further evaluation and any correction needed.

Recommendation

Contact a qualified pest control specialist.



at North foundation wall

12.1.5 Crawlspace

 Maintenance Item

WOOD IN CONTACT WITH OR CLOSE TO SOIL

AT CRAWLSPACE ACCESS--THE WOOD FRAMING AROUND THE ACCESS

Wooden structural components in contact with soil or in close proximity with soil. This condition is prone to water penetration into the structural materials resulting in water damage and makes it vulnerable to wood-destroying pests. Further evaluation and any correction by a pest control professional and a general contractor is recommended.



12.1.6 Crawlspaces

UNSUPPORTED CONDUCTOR(S)

SEVERAL CONDUCTORS ON THE GROUND IN THE CRAWLSPACE

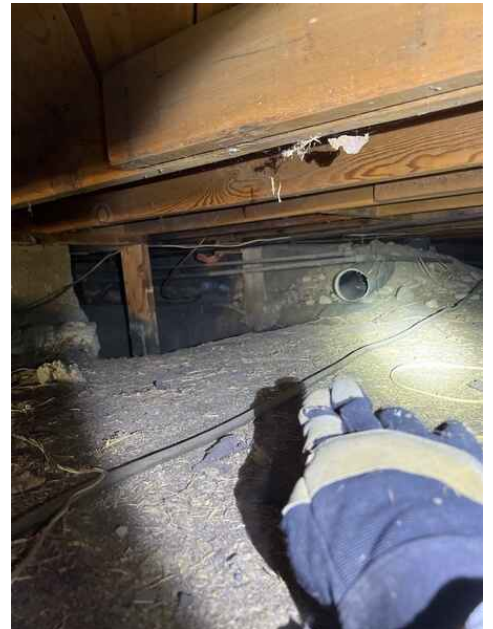
Conductors in the crawl space were improperly supported and in contact with the ground. This can be a safety hazard. Recommend correction.

Recommendation

Contact a qualified professional.



Maintenance Item



12.1.7 Crawlspaces

CUT BEAM OR JOIST AROUND PLUMBING

A floor support beam or joist had been cut to provide room for plumbing, usually the toilet stack. While this is sometimes observed under homes, the practice leaves the beam or joist without proper floor support. Recommend correction which usually includes adding pier supports at the cut ends or as close as possible to the cut ends.

Recommendation

Contact a qualified professional.



Recommendation



STANDARDS OF PRACTICE



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4279

Memorandum of Understanding (MOU) between Inyo County and the Bureau of Land Management (BLM) Regarding Exploratory Drilling at the "Mojave Property"

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

A) Receive a presentation from staff; and B) approve and authorize the Chairperson to sign a Memorandum of Understanding (MOU) between Inyo County and the Bureau of Land Management (BLM) Regarding Exploratory Drilling at the "Mojave Property."

BACKGROUND / SUMMARY / JUSTIFICATION:

Mojave Previous Metals (MPM) has submitted an amendment to their existing, BLM-approved Plan of Operations for mineral exploration. The Plan of Operations was approved in May 2018 and this proposed modification requests exploration access via overland travel which would disturb up to 15 acres at up to 30 locations with a total of 120 boreholes. Prior to determining that an Environmental Impact Statement (EIS) was necessary, the BLM had begun the analysis of this project under an Environmental Assessment (EA). It can be found at: <https://eplanning.blm.gov/eplanning-ui/project/2013863/510/>.

The BLM sent a draft Memorandum of Understanding (MOU) to the County to formalize participation in the EIS process as a Cooperating Agency. The BLM is the primary permitting agency for the project, as well as the Lead Agency under the National Environmental Protection Act (NEPA). Inyo County has no permitting authority over this project; however, it will still have the responsibility under the State Surface Mining and Reclamation Act (SMARA) to ensure a Reclamation Plan is prepared and implemented. Based on the existing MOU with the BLM, regarding mining in the County, the EIS may be used for the environmental evaluation of the Reclamation Plan and the County should participate at this higher level in the process as the EIS will be used for the Reclamation Plan to the extent appropriate. This MOU will not affect the existing one.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	23800
Budgeted?	Yes		
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Memorandum of Understanding. This is not recommended as the County should participate in the Environmental Impact Statement (EIS) process since it can be used for the Reclamation Plan to the extent appropriate.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo County Cooperator Draft Memorandum of Understanding
2. Inyo-BLM Memorandum of Understanding 1999

APPROVALS:

Cathreen Richards	Created/Initiated - 10/27/2023
Darcy Ellis	Approved - 10/30/2023
John Vallejo	Approved - 10/30/2023
Nate Greenberg	Approved - 11/18/2023
Cathreen Richards	Final Approval - 11/20/2023

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIDGECREST FIELD OFFICE

AND

INYO COUNTY

REGARDING

MOJAVE PRECIOUS METALS EXPLORATORY DRILLING

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Ridgecrest Field Office (BLM) and Inyo County, (Cooperating Agency or Cooperator) for the purpose of preparing the environmental document for the Mojave Precious Metals Exploratory Drilling (MPM) Project. The BLM will be the lead federal agency in developing an environmental impact statement (EIS) to comply with the National Environmental Policy Act (NEPA). The BLM acknowledges that the Cooperating Agency has jurisdiction by law and/or special expertise applicable to the EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's NEPA regulations (in particular, 40 CFR §1501.6 and §1508.5), the Federal Land Policy Management Act (FLPMA) (43 CFR §1761 et seq.), the BLM's planning regulations (in particular, 43 CFR §1601.0-5, §1610.3-1, and §1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate Cooperating Agency in the EIS process.
- B. To provide a framework for mutual cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the EIS and the Record of Decision (ROD).
- D. To recognize and provide guidance for the development of a mutually respectful and effective Cooperating Agency relationship between the Parties which reflects their unique working relationship as it relates to the tasks at hand.
- E. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. Regulations implementing the above authorities:

1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
 2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Cooperating Agency to enter into this MOU include, but are not limited to:
1. The California Surface Mining and Reclamation Act (SMARA).
 2. The California Environmental Quality Act (CEQA).

IV. Roles and Responsibilities

A. BLM Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft EIS, the Final EIS, any supplemental documents, and the ROD. The BLM's responsibilities include determining the purpose of and need for the EIS, identifying issues for analysis, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In completing these responsibilities, the BLM will meaningfully involve the Cooperator throughout the entire NEPA process, including but not limited to: development of the alternatives, identification of effects, selection of the preferred alternative, and determination of appropriate mitigation measures, review of public comments, and development of a ROD.
2. To the maximum extent possible consistent with the BLM's responsibilities as lead agency, the BLM will gain early and consistent involvement of the Cooperator, consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
3. To the fullest extent practicable the BLM will provide the Cooperator with advance copies of documents underlying the EIS relevant to the Cooperator responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EIS.

B. Cooperating Agency Responsibilities:

1. Inyo County is a Cooperating Agency in this NEPA process and is recognized to have jurisdiction by law and special expertise on all subject matters for which it has statutory responsibility including but not limited to:
 - a. SMARA - Reclamation Plan approval and monitoring.
 - b. CEQA - as it relates to the Reclamation Plan.
2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM

requests its assistance. In particular, the Cooperator will provide information on the following topics:

a. Reclamation Plan, and any additional environmental review required pursuant to CEQA with regard to the Plan.

3. Other such additional information that is relevant to planning issues or data needs.
4. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A (“Cooperating Agency Participation in the EIS”). These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues raised during scoping, providing data, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents. (See also Section C.4.)
5. The Cooperator will have one member, and an alternate, appointed to represent its interests and work with the Core Team and/or Interdisciplinary Team (ID team).

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.G). Participation as a Cooperating Agency does not negate the Cooperator’s right to comment, protect, or appeal the analysis or a decision nor does it diminish or restrict the Cooperator’s ability to coordinate with the BLM under the authority of FLPMA (43 U.S.C. 1712(c)(9)).
2. The Parties will make best effort to comply with the schedule provided as Attachment B (“Schedule”), which includes dates for EIS milestones and timeframes for Cooperator’s reviews and submissions.
3. Each Party agrees to fund its own expenses associated with EIS process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4, and a Cooperator may volunteer to provide financial assistance to the BLM to complete tasks associated with the EIS.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

V. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

- B.** Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C.** Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D.** Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the EIS. Questions regarding potential conflicts of interest should be referred to BLM Washington Office or Field Ethics Counselors for resolution.
- E.** Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's[s'] views in the Draft EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F.** Management of information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors. The Cooperator shall ensure their contractors adhere to the same level of confidentiality.
- 1.** The BLM acknowledges that the Cooperator is subject to the California Public Records Act. The BLM may withhold from the Cooperator those documents that would otherwise be available for public release under the California Public Records Act if those documents are otherwise exempt from disclosure under a specific provision of FOIA.
- G.** Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the EIS and ROD.
- 1.** Facilitation. The Parties agree that they may retain an independent facilitator to foster clear and efficient communication, if they deem it necessary. The parties will split the cost of facilitation equally.
- H.** Coordination with the BLM's Contractor. BLM's Contractor team, which includes Cedar Creek, LLC and KTW Environmental Consulting, LLC, serves as the BLM's Contractors for public involvement, data collection, environmental analysis, and EIS preparation. Cooperator may communicate with the Contractor through BLM's representative, provide information and comments directly to the Contractor, or collaborate with Contractor's technical staff and subcontractors on matters within the Cooperator's special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with the

Contractor and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C (“Agency Representatives”), to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative at will by providing prior written notice to the other Party.

VII. Administration of the MOU

- A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment. This MOU may be amended through written agreement of all signatories.
- C. Termination. If not terminated earlier, this MOU will end when the ROD for the EIS is approved by the BLM Authorized Officer. Any Party may end its participation in this MOU by providing 30-days written notice to the other Party. During this period, the parties will enter negotiations to resolve the disagreement(s). If the disagreement(s) are unresolved by the end of the 30-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the request to terminate may request termination be postponed for an additional 30-day period.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

INYO COUNTY, by and through:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

Date

BUREAU OF LAND MANAGEMENT, by and through:

Thomas Bickauskas
Ridgecrest Field Office Manager

Date

Attachment A

Cooperating Agency Participation in the EIS

	EIS	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on coordination requirements based on Cooperator's plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the Cooperator's expertise.
4	Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest land allocations or management actions to resolve issues. Decision to select alternatives for analysis is reserved to the BLM.
5	Estimate effects of alternatives	Provide effects analysis within the Cooperator's expertise; identify direct, indirect, and cumulative effects within the Cooperator's expertise; suggest mitigation measures for adverse effects.
6	Select the preferred alternative; issue Draft EIS	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS. The Cooperators may provide written, public comments on draft if desired. Decision to select a preferred alternative and to issue a draft is reserved to the BLM.
7	Respond to comments	As appropriate, review comments within the Cooperator's expertise and provide assistance in preparing BLM's responses.
7a	Issue Proposed Final EIS	Action reserved to BLM.
7b	Initiate Governor's Consistency Review	Once initiated by the BLM, state Cooperator's should contribute to the Governor's Consistency Review, if required.
8	Sign Record of Decision	Action reserved to the BLM.
8a	Resolve protests; modify Proposed Final EIS if needed; sign ROD	Action reserved to the BLM. A Cooperator that has provided information relevant to a protest may be asked for clarification.

Attachment B
Schedule

Task	Responsibility	Dates
Scoping Period	Core Team, Cooperators	Four weeks' notice prior to review timeframes (Project Milestone Dates will be added once they are adjusted)
Alternatives Development	Core Team, Cooperators	
Preparation of Draft EIS	Core Team, Cooperators	
Draft EIS Public Comment Period	Cooperators, Core Team	
Review of Proposed Changes to Final EIS	Cooperators, Core Team	
Preparation of Final EIS	Core Team	
Final EIS Public Availability Period	Cooperators	

DRAFT

Attachment C
Agency Representatives

Bureau of Land Management

Primary Representative: Tamara Faust
Project Manager
BLM California Desert District
Phone: 505-427-6759
Email: tfaust@blm.gov

Inyo County

Primary Representative: Cathreen Richards
Planning Director
Phone: 760-878-0263
Email: crichards@inyocounty.us

Backup Representative: Ryan Standridge
SMARA Coordinator
Phone: 760-878-0405
Email: rstandridge@inyocounty.us

MEMORANDUM OF UNDERSTANDING (MOU)

CONCERNING

**SURFACE MINING AND RECLAMATION COORDINATION
IN INYO COUNTY**

Between

THE COUNTY OF INYO

and

**THE U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**RIDGECREST, BARSTOW AND BISHOP
FIELD OFFICES**

THIS AGREEMENT, is made and entered into by and between the County of Inyo through its Board of Supervisors, hereinafter called the County, and the Bureau of Land Management, through its Field Managers, hereinafter called the BLM. This agreement does not apply to any other agency whose concerns may include the surface effects of mining on Federal public lands.

THE PURPOSE OF THIS MOU is to:

(A) provide for the consistent application of an adequate and appropriate mining and reclamation policy throughout Inyo County;

(B) regulate surface mining and reclamation activities located either entirely or partially on federal public lands administered by the BLM within Inyo County and authorized under the General Mining Law of 1872, as amended; the Mineral Leasing Act, the Material Sales Act, Public Law 167, and others, in so far as those surface mining and reclamation activities are subject to state and local environmental regulations (ref. California Coastal Commission v. Granite Rock Co., 480 U.S. 572, 1987); and

(C) coordinate and simplify the administration and processing of applicable National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), The Federal Land Policy and Management Act (FLPMA), and The Surface Mining and Reclamation Act (SMARA) documents.

WHEREAS, the BLM is authorized to enter into this MOU pursuant to Section 307(b) of the Federal Land Policy and Management Act of 1976 (P.L. 94-579);

WHEREAS, the County, through its Board of Supervisors, is authorized pursuant to Government Code Section 6502 to enter into Joint Powers Agreements;

WHEREAS, local, state, and federal agencies have certain interests in regulating surface effects of mining on federal public lands or on combinations of public and private lands, and it is therefore deemed advisable to develop a policy between the County and the BLM to serve as guidance for both agencies in fulfilling their regulatory responsibilities in such situations;

WHEREAS, several major and numerous minor Acts of Congress permit the extraction of minerals from federal public lands, including those federal public lands administered by the BLM;

WHEREAS, there is a statutory right for persons to prospect and mine on certain federal public lands open for operation by the 1872 Mining Law and the permissive right to do so under the Materials Act of July 31, 1947, providing those persons comply with the rules and regulations covering the federal public lands involved;

WHEREAS, under federal and state law, surface mining operations, which might cause significant surface resource disturbance, shall be conducted under procedures designed to minimize or prevent, mitigate and repair, adverse environmental impacts on the federal public lands by the imposition of reasonable conditions on such operations;

WHEREAS, the County has the responsibility under SMARA, as amended, and State Policy for Surface Mining and Reclamation Practice, to regulate surface mining and reclamation within its jurisdiction including the reclamation of federal public lands so as to assure that:

1. Adverse environmental effects are prevented or minimized and that mined lands are reclaimed to a usable condition and readily adaptable for alternative land uses;
2. The production and conservation of minerals are encouraged while giving consideration to values relating to recreation, watershed, wildlife, range and forage, and aesthetic enjoyment; and
3. Residual hazards to the public health and safety are minimized or eliminated.

NOW, THEREFORE, the County and the BLM hereby understand and agree that the following procedures will satisfy the identified concerns and requirements of the applicable statutes and are acceptable to both the County and the BLM. It is agreed that in regulation of surface mining of minerals on federal public lands administered by BLM or on combinations of such federal, public, state and private lands:

1. The County and the BLM shall work cooperatively to ensure, as is practicable, that conditions required of operators by the respective agencies will jointly conform to applicable local, state, and federal laws and regulations; and
2. The County may accept as functional equivalents to its requirements under SMARA, the operating plans, reclamation plans and environmental studies submitted pursuant to federal regulations, provided such plans and studies meet or exceed minimum County standards as well the requirements of SMARA and CEQA, and the minimum statewide standards set by the State Mining and Geology Board in its State Policy for Surface Mining and Reclamation Practice and alternately,
3. The BLM may accept as functional equivalents to its requirements, those documents relating to operating plans, reclamation plan, and environmental studies submitted to the County provided such plans and studies meet or exceed the minimum standards set by applicable federal laws and regulations.

THE COUNTY AND THE BLM SHALL:

1. Work cooperatively to review and coordinate operating plans, reclamation plans and permits for those mining operations located on sites that are either entirely or partly on federal public lands or immediately adjacent to federal public lands and which come under the purview of SMARA and County requirements. This will ensure that conditions required of operators to minimize environmental impacts conform to all applicable local, state and federal laws and regulations. The objective of the review and coordination process shall be to avoid conflicting and duplicative requirements and to keep procedural impacts on mining operators to the minimum necessary to meet federal, state and county lead agency requirements.
2. Coordinate their respective enforcement and monitoring activities in order to provide consistency in the application of mining permit terms and conditions. Operators who fail to meet SMARA or county environmental regulations and are issued a Violation by the County are subject to a BLM issued Notice of Noncompliance.

THE COUNTY SHALL:

1. Notify the BLM whenever a Mining Plan of Operation is received or a Draft Reclamation Plan is submitted for operations under the purview of SMARA and county requirements, and which is located on or immediately adjacent to federal public lands administered by BLM and give the BLM the opportunity to provide information, advice and recommendations for such plans.

2. Notify the BLM when a Mining Plan of Operation and/or Mine Reclamation Plan is received for proposed surface mining activity in an enacted Wilderness or Wilderness Study Area on land administered by BLM.

3. Refer to the BLM for comment all surface mining proposals and draft reclamation plans it receives for operations either partly or entirely located on federal public lands, which come under the purview of SMARA and County requirements.

4. With the concurrence of the BLM, recommend to the County Planning Commission the approval of the reclamation plans for those mining operations located either partly or entirely on federal public lands when these plans are found to meet the requirements of SMARA, CEQA, and all other applicable laws and ordinances.

THE BLM SHALL:

1. Notify the County whenever the BLM receives a plan for mining or reclamation on federal public lands administered by BLM within the County that involves either the removal of more than 1,000 cubic yards of material or involves more than one acre of cumulative surface disturbance.

2. Notify mining claimants who submit 3809 Notices that they must file a reclamation plan with the County prior to commencing surface disturbing operations. Operators who fail to file such a plan in compliance with SMARA and County requirements and are issued a violation by the County will be subject to a BLM issued Notice of Noncompliance.

3. Notify the County when preparation of an Environmental Assessment or Environmental Impact Statement begins, and give the County opportunity to provide input within BLM regulatory and internal time frames. The County may accept the BLM NEPA documentation as a functional equivalent to the County's EIR or Negative Declaration. BLM programmatic EAs may also be accepted by the County as a functional equivalent to the County's EIR or Negative Declaration.

4. Notify the County when a draft operating and/or reclamation plan is received, and provide the County the opportunity to provide information, advice, and recommendations for such plans within BLM regulatory and internal time frames.

5. Ensure all bonds name as principals the State of California, the Department of Conservation, the appropriate BLM Field Manager, and Inyo County. These principals can access the bond separately and independently with proper notification to the other principals provided the appropriate conditions of the bond exist.

6. When BLM or a BLM contractor is to be the operator for surface mining operations as defined in SMARA, including community pits, reclamation shall be accomplished in compliance with federal regulations and SMARA.

NOTICE:

1. The Director of the Inyo County Planning Department shall be BLM's contact point with the County.
2. The Field Manager for the Ridgecrest Field Office shall be the County's contact point for operations occurring within the Ridgecrest BLM administrative boundary.
3. The Field Manager for the Barstow Field Office shall be the County's contact point for operations occurring within the Barstow BLM administrative boundary.
4. The Field Manager for the Bishop Field Office shall be the County's contact point for operations occurring within the Bishop BLM administrative boundary.
5. All notifications required by this MOU shall be given to the County Planning Director or the appropriate BLM Field Manager, as the case may be.
6. This MOU may be signed in counterparts and shall become effective on the date last signed by the authorized agent(s) of the County and the BLM.

AMENDMENT:

1. This agreement shall be reviewed biennially by the County and the BLM in order to resolve any existing or potential problems and to make amendments to the MOU as necessary to ensure both the workability of the agreement and consistency with County, State and Federal statutes and/or regulations, or for any other purpose mutually agreed upon by both parties.
2. This MOU may be amended in writing by consent and signature of both the County and the BLM.

TERMINATION:

This MOU shall continue in full force and effect unless terminated by either the County or the BLM upon thirty (30) days written notice to the other party.

ADDITIONAL AGREEMENTS:

It is agreed that the parties to this MOU shall attempt to negotiate additional agreements on other subjects of mutual interest.

COUNTY OF INYO

Carroll M. Hambleton Jr.

Date

Chair, Board of Supervisors

BUREAU OF LAND MANAGEMENT

July 13, 1999

Date

Victor A. Villalobos

Ridgecrest Field Manager

July 13, 1999

Date

Barry B. Nelson

Barstow Field Manager

July 13, 1999

Date

John M. Dwyer

Bishop Field Manager



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4322

Agreement with ClearGov for a Subscription to Cloud-Based Budget and Performance Management Software

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Senior Budget Analyst

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve the Service Order between the County of Inyo and ClearGov of Maynard, MA for the provision of access to a cloud-based budget and performance management software in an amount not to exceed \$65,625 for the period of December 1, 2023 through November 30, 2024, and to approve the annual automatic renewals each year thereafter, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Over the last year, the Budget Team has been discussing ideas and opportunities to improve transparency into the Inyo County budget - thereby improving awareness among citizens, Board members, and staff around what is actually included in our budget.

The Budget Team recently attended a demonstration of the ClearGov software product. ClearGov currently works with multiple cities and counties around the nation providing tools that allow governmental agencies to present annual budgets with full transparency and gives constituents and staff the ability to utilize the tools in a way that makes sense to everyone. The system takes fiscal data from our accounting system and creates an easy-to-understand, interactive, infographic-based website, adding custom charts, departmental pages, capital projects and narratives to add context to the numbers in the budget. This program will allow Inyo County to tell the story behind the numbers in a way that everyone can understand.

Additionally, this program will ultimately replace the current budget tools that are utilized each year in the creation of the annual Fiscal Budget. The tool will allow staff to create multiple-year scenarios of personnel costs and more easily manage the requests, vacancies, and perform on-the-fly what-if scenarios (e.g., for union negotiations). The Capital Improvement Plan tool will assist the Budget Team and ultimately your Board in decision-making around what projects are able to be funded each year, and into the future. The Operational Budgeting Tool will assist in the forecast and annual budget more efficiently and with more collaboration. All of this information will then flow into the Digital Budget Book, which is easy to create, highly customizable, and delivers the Budget Book as an easy-to-navigate website, which can also be printed with just the click of a button.

The annual ClearGov Subscription Service Fee for Fiscal Year 2023-2024 is \$51,000 and the one-time

set-up fee of \$14,625, for a total cost of \$65,625. The subscription automatically renews each fiscal year with a 3% increase for the first three years and a 6% increase each year after that. The County may terminate the agreement by providing notice of at least 60 days prior to the end of the annual term. The purchase of this software program is permitted under the "piggyback" purchasing in the Inyo County Purchasing Policy as the County is utilizing the BuyBoard National Purchasing Cooperative, of which Inyo County is a member.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
The current fiscal impact is a total of \$65,625; \$51,000 for the annual subscription and a one-time set-up fee of \$14,625.			
Future Fiscal Year Impacts			
The annual subscription fee will have a 3% increase for the first three years and a 6% increase in all future years.			
Additional Information			

In future years, this expense will be budgeted in the Information Services Budget (011801), where all other current software costs are currently budgeted.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Service Order, and the Budget Team will continue to use the resources currently available.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. ClearGov Agreement

APPROVALS:

Denelle Carrington	Created/Initiated - 11/16/2023
Darcy Ellis	Approved - 11/16/2023
Denelle Carrington	Approved - 11/16/2023
Nate Greenberg	Approved - 11/18/2023
John Vallejo	Approved - 11/20/2023
Amy Shepherd	Final Approval - 11/20/2023



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Ryan Wilson
Contact Phone	(901) 937-9735
Contact Email	rwilson@cleargov.com

Order Date	Nov 14, 2023
Order valid if signed by	Nov 30, 2023

Customer Information					
Customer	Inyo County	Contact	Denelle Carrington	Billing Contact	
Address	168 N. Edwards Street	Title	Senior Budget Analyst	Title	
City, St, Zip	Independence CA 93526	Email	dcarrington@inyocounty.us	Email	
Phone	760-878-0262			PO # (If any)	

This Service Order will be contracted through...	
Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...			
Set up Services		Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 4	\$ 22,500.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 4	\$ (7,875.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME			\$ 14,625.00
Subscription Services		Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition		Tier 4	\$ 24,000.00
ClearGov BCM Personnel Budgeting - Civic Edition		Tier 4	\$ 21,800.00
ClearGov BCM Capital Budgeting - Civic Edition		Tier 4	\$ 17,300.00
ClearGov BCM Digital Budget Book - Civic Edition		Tier 4	\$ 14,400.00
ClearGov BCM Transparency - Civic Edition		Tier 4	\$ 13,300.00
ClearGov BCM Full Suite Bundle Promotion: (Offer expires on December 31, 2023)		Tier 4	\$ (39,800.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 51,000.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Dec 1, 2023	Dec 1, 2023	ClearGov Setup Services
Initial	Dec 1, 2023	Nov 30, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Dec 1, 2023	\$14,625.00	One Time Setup Fee
Dec 1, 2023	\$51,000.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions

Valid Until	Nov 30, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer

Signature	
Name	Nate Greenberg
Title	CAO

ClearGov, Inc.

Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)

This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	
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Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 28, 2023

Reference ID:
2023-4291

2024 Board Meeting Calendar and Ordinance County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Provide direction to staff regarding the structure of the 2024 Board of Supervisors Meeting Calendar; and
- B) Waive the first reading of Ordinance 1304, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Amending Sections 2.04.010 and 2.04.020 of the Inyo County Code," and set adoption for Tuesday, December 5, 2023 in the Board of Supervisors Room, County Administrative Center, Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

This item will provide staff with the opportunity to propose a revised structure and frequency with regard to Inyo County Board of Supervisors meetings. The idea behind restructuring the calendar is to provide Supervisors and staff with more time to conduct the work necessary to bring forward fully-developed items to your Board. Additionally, the meeting calendar has been revised to provide for increased public participation through meetings in locations other than Independence, and to add Special Meetings which focus on key topics such as strategic planning and budget.

Currently, County Code Section 2.04.010 "Meetings - Generally" establishes that: "Regular meetings of the board of supervisors of the county are fixed for the first, second, third and fourth Tuesday of each calendar month; provided, however, in calendar months where there is a fifth Tuesday, there shall be no regular meeting of the board of supervisors on the fourth Tuesday of such calendar month." In order to adopt a meeting calendar outside of these parameters, your Board will also need to adopt an ordinance amending the above Code Section, as well as Code Section 2.04.020 "Meetings - Falling on Holiday."

The attached draft ordinance would amend both code sections so that the Board may set all future meeting schedules by resolution, rather than ordinance. In addition to providing staff with feedback on the proposed 2024 schedule, your Board is being asked to waive the first reading of the attached ordinance and set enactment for the December 5 meeting, at which time staff will present a draft resolution for approval.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
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Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Adjusting the Board calendar could result in adverse impacts on County operations including delays in getting items to your Board for consideration, or requiring the scheduling of Special Meetings to address time-sensitive items. As a result, your Board may choose to:

- A) Direct staff to instead implement a three-meeting-per-month schedule; or
- B) Not modify the existing structure for the calendaring of Board of Supervisors meetings. Should that be the general direction from Supervisors, the 2024 calendar will reflect the current meeting structure.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. Ordinance - Meeting Calendar
- 2. Draft Board Meeting Calendar 2024

APPROVALS:

Darcy Ellis	Created/Initiated - 11/18/2023
Nate Greenberg	Approved - 11/18/2023
Darcy Ellis	Approved - 11/20/2023
John Vallejo	Final Approval - 11/20/2023

ORDINANCE XXX
AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE
OF CALIFORNIA AMENDING SECTIONS 2.04.010
AND 2.04.020 OF THE INYO COUNTY CODE

THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTION ONE:

Section 2.04.010 shall be amended in its entirety to read as follows:

“2.04.010 Meetings – Generally.

Regular meetings of the Board of Supervisors of the County shall be set by Resolution of the Board of Supervisors.”

SECTION TWO:

Section 2.04.020 shall be amended in its entirety to read as follows:

“2.04.020 Meetings.

[RESERVED]”

SECTION THREE: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Jennifer Roeser,
Inyo County Board of Supervisors

ATTEST: NATE GREENBERG

Clerk of the Board

By: _____

Assistant Clerk of the Board

23-24 Proposed Board Meeting Calendar

Meeting: Tuesday	Cutoff to Get on Agenda (5 p.m.)	Initial Agenda Review (Items must be at least 25% Complete)	Final Agenda Review (Items must be 100% Complete)	Agenda Publication	Chair's Pre-Meeting Review
December 5, 2023	11/20/23	11/22/23	11/29/23	11/30/23	12/04/23
December 12, 2023	11/27/23	11/29/23	12/06/23	12/07/23	12/11/23
December 19, 2023	12/04/23	12/06/23	12/13/23	12/14/23	12/18/23
December 26, 2023	DARK (Holiday)				
January 9, 2024	12/18/23	12/20/23	12/27/23	12/28/23	12/29/23*
January 10, 2024 Special Meeting Strategic Planning	N/A	12/20/23	12/27/23	12/28/23	12/29/23*
January 23, 2024	1/5/24	01/10/24	01/17/24	01/18/24	01/19/24
February 6, 2024	01/22/24	01/24/24	01/31/24	02/01/24	02/05/24
February 7, 2024 Special Meeting Strategic Planning	N/A	01/24/24	01/31/24	02/01/24	02/05/24
February 13, 2024	DARK (NACo Legislative Conference Feb. 10-13 – Washington, D.C.)				
February 20, 2024	02/12/24	02/14/24	02/21/24	02/22/24	02/26/24
March 5, 2024	02/19/24	02/21/24	02/28/24	02/29/24	03/04/24
March 12, 2024 Joint Meeting w/ ICOE Board; Evening Tecopa Meeting SHOSHONE/TECOPA	02/26/24	02/28/24	03/06/24	03/07/24	03/11/24
March 13, 2024 FURNACE CREEK	02/26/24	02/28/24	03/06/24	03/07/24	03/11/24
March 26, 2024	03/11/24	03/13/24	03/20/24	03/21/24	03/25/24
April 9, 2024	03/25/24	03/27/24	04/03/24	04/04/24	04/08/24
April 16, 2024	DARK (CSAC Legislative Conference April 17-19 – Sacramento)				
April 23, 2024	04/08/24	04/10/24	04/17/24	04/18/24	04/22/24
May 7, 2024	04/22/24	04/24/24	05/01/23	05/02/24	05/06/24
May 21, 2024	05/06/24	05/08/24	05/15/24	05/16/24	05/20/24
June 4, 2024	05/20/24	05/22/24	05/29/24	05/30/24	06/03/24
June 18, 2024 BISHOP	06/03/24	06/05/24	06/12/24	06/13/24	06/17/24
July 2, 2024	06/17/24	06/19/24	06/26/24	06/27/24	07/01/24
July 16, 2024	DARK (NACo Annual Conference July 12-15 – Tampa, FL)				
July 23, 2024	07/08/24	07/10/24	07/17/24	07/18/24	07/22/24
August 6, 2024	07/22/24	07/24/24	08/01/24	08/01/24	08/05/24
August 20, 2024	08/05/24	08/07/24	08/14/24	08/15/24	08/19/24
Special Meeting Budget Workshop August 21, 2024	N/A	08/07/24	08/14/24	08/15/24	08/19/24
September 3, 2024	08/19/24	08/21/24	08/28/24	08/29/24	09/02/24
September 10, 2024	08/26/24	08/28/24	09/4/24	09/5/24	09/9/24
September 17, 2024	DARK (RCRC Annual Conference Sept. 18-20 – Sonoma County)				
October 1, 2024	09/23/24	09/25/24	10/02/24	10/03/24	10/07/24
October 15, 2024	10/07/24	10/09/24	10/16/24	10/17/24	10/21/24
November 5, 2024	10/21/24	10/23/24	10/30/24	10/31/24	11/04/24
November 19, 2024	DARK (CSAC Annual Conference Nov. 18-22 – Los Angeles County)				
December 3, 2024	11/18/24	11/20/24	11/26/24*	11/27/24*	12/02/24
December 17, 2024	12/02/24	12/04/24	12/11/24	12/12/24	12/16/24
December 31, 2024	DARK (Holiday)				
January 7, 2025	12/23/24	12/24/24*	01/02/25	01/02/25	01/06/25
January 21, 2025	01/06/25	01/08/25	01/15/25	01/16/25	01/20/25

*Earlier deadline due to holiday

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



October 30, 2023

File No.: 825.17092.16631

RECEIVED

NOV 06 2023

Inyo County Administrator
Clerk of the Board

Inyo County Board of Supervisors
P O Drawer N
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. W. Hamilton" followed by "FOR".

C. W. HAMILTON, Captain
Commander
Bishop Area

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 23-6789	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9825-2023-00293 <input type="checkbox"/> No
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HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY
AGENCY PERSONNEL	0	0	0	UNINC.	Inyo Superior	<input checked="" type="checkbox"/> NONE
OTHERS	0	0	0	COUNTY Inyo	NCIC 9825	HAZMAT PLACARDS DISPLAYED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY) 10/22/2023	INCIDENT TIME 2000 HOURS	TIME CALTRANS/COUNTY ROADS NOTIFIED 2013 HOURS	TIME O.E.S. NOTIFIED 0936 HOURS	STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

INCIDENT OCCURRED ON **SR-168**

AT INTERSECTION WITH **Inyo MPM 26.00**
 OR East of

MILEPOST INFORMATION
136.00 feet East of Inyo MPM 26.00

GPS COORDINATES
LATITUDE **37.239471°** LONGITUDE **-118.198377°**

NAME (FIRST, MIDDLE, LAST) Ameen Monty	DRIVER'S LICENSE NUMBER 35258475	STATE TX	VEH. YEAR 2015	MAKE Freightliner	LICENSE NUMBER K158145	STATE TX
STREET ADDRESS 503 N. Bowen Rd #102	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
CITY/STATE/ZIP CODE Arlington, TX 76012	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		

HOME PHONE (817) 819-6785 BUSINESS PHONE (682) 408-2396 CARRIER NAME Leon Trucking LLC

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

On-site fire services Chemtrec
 Private info source Poison Control Center
 Off-site fire services Safety Data Sheet
 On-site non-fire services Placards/Signs
 Off-site non-fire services Shipping papers
 Computer software Emergency Response Guidebook
 Chemist No reference material used
 Other

REGISTERED OWNER SAME AS DRIVER
Leon Trucking LLC
OWNER'S ADDRESS SAME AS DRIVER
613 W. Main Street #393 Arlington, TX 76010
VEHICLE IDENTIFICATION NUMBER
FVACWDTXFHGR3194
VEHICLE TYPE 26 CA NUMBER DOT NUMBER 2830765

CHEMICAL/TRADE NAME Vehicle Engine Oil	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.) 2.5 GAL	EXTENT OF RELEASE Outside vehicle	PHYSICAL STATE STORED Liquid	PHYSICAL STATE RELEASED Liquid
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CONTAINER TYPE Other (explain in Comments)	CONTAINER CAPACITY (LBS., GAL., ETC.) 5 GAL	CONTAINER MATERIAL Aluminum/Aluminum alloys	LEVEL OF CONTAINER Above ground
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CHEMICAL/TRADE NAME Diesel Fuel	UN NUMBER 1202	DOT HAZARD CLASS 3	QUANTITY RELEASED (LBS., GAL., ETC.) 2.5 GAL	EXTENT OF RELEASE Outside vehicle	PHYSICAL STATE STORED Liquid	PHYSICAL STATE RELEASED Liquid
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CONTAINER TYPE Vehicular fuel tank	CONTAINER CAPACITY (LBS., GAL., ETC.) 100 GAL	CONTAINER MATERIAL Aluminum/Aluminum alloys	LEVEL OF CONTAINER Above ground
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PROPERTY USE Open land	SURROUNDING AREA Open land	PROPERTY MANAGEMENT Federal
---------------------------	-------------------------------	--------------------------------

RELEASE FACTORS Collision/Overturn	EQUIPMENT TYPE INVOLVED Vehicle fuel system	HAZMAT CONFIRMED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------------	--	---

CITATION ISSUED OR COMPLAINT TO BE FILED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	PRIMARY CAUSE OF INCIDENT <input checked="" type="checkbox"/> Violation 22350 CVC	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Other Code violation

Other cause

DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
 Yes No WEATHER Clear

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

- Sequence of events
- Road closures
- Evacuation details
- Environmental impact
- Cleanup actions
- Actions of other agencies
- CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)

COMPLETE THE FOLLOWING

Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE BY WHOM (NAME, TITLE AND AGENCY)

HOURS **Pending**

PREPARER'S NAME, RANK, AND ID NUMBER Sergeant J. Weldon #20934	DATE 10/30/2023	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
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